

AUTOCAR STANDARD TERMS AND CONDITIONS FOR PURCHASES

These terms and conditions (these "Terms") apply to and are incorporated by reference to each Autocar, LLC or Autocar Industries, LLC (each, "Autocar") Purchase Order, Supply Agreement, Pricing Agreement, Request for Proposal, Quotation or other similar document issued or executed by Autocar (each, a "PO"). Except as otherwise approved by signature of an authorized Autocar representative, all terms and conditions on any document which are contrary to or inconsistent with these Terms are expressly rejected by Autocar and waived by the person or entity to whom the PO is issued ("Supplier"). By accepting any PO, shipping the goods to Autocar or its designated recipient(s), or providing services that are covered by any PO (collectively, the "Goods"), Supplier accepts and agrees to be bound by these Terms. Supplier shall impose obligations substantially similar to these Terms on all subcontractors and lower-tier suppliers involved in producing the Goods.

1. ACCESS: Supplier shall grant Autocar employees, contractors, representatives and agents (the "Autocar Personnel") complete access during plant operating hours to Supplier's production facility in order to monitor compliance with these Terms and to conduct audits, inspections, and testing upon the Goods at any stage of the process, as the Autocar Personnel may deem reasonably necessary. Any such audits and inspections may involve such number of additional employees, contractors, representatives and agents as the Autocar Personnel may determine. Supplier acknowledges that such visitations and inspections may be frequent and on-going.

2. ALLOCATION: In the event Supplier is unable to fully supply the Goods to Autocar due to circumstances which require Supplier to allocate its shipment of the Goods between customers, Supplier shall ensure that Supplier allocates the Goods to Autocar on at least a pro rata basis with Supplier's other customers, based on the greater of Autocar's prior purchases of the Goods and Autocar's forecasted order volume.

3. ASSIGNMENT: Supplier may not subcontract, sublet, assign (by operation of law or otherwise) or delegate its obligations under the PO without Autocar's prior written consent.

4. CAPACITY: Supplier shall maintain sufficient labor, equipment, tooling, inventory and supplier commitments to satisfy all firm orders, releases and forecasts. Supplier commits to conducting ongoing reviews of the Autocar build rate and the six-month forecast to ensure that Supplier maintains capacity to escalate production levels by at least 30% at any given time. This commitment is critical to address abrupt increases in demand or other rapid shifts in market conditions, and Supplier acknowledges and accepts that any failure to uphold this capacity reservation constitutes a material breach of these Terms.

5. CERTIFICATE OF ORIGIN, HTS-US CODES, USMCA DATA: Supplier shall provide Autocar, on an annual basis and upon request from time to time, a Certificate of Origin, accurate HTS-US Code(s) (at Tier 1 and Tier 2 levels, as applicable) and a certificate establishing whether the Goods qualify for preferential treatment under the United States Mexico Canada Agreement ("USMCA"). Supplier shall also provide Autocar any additional documentation that may be requested by Autocar, from time to time, to certify the

origin of the Goods, the accurate HTS-US code or the USMCA preferential treatment as required by United States customs law, the USMCA, or any other applicable treaty or agreement. Supplier shall promptly pay and reimburse Autocar for any amounts paid by or on behalf of Autocar as duty or its fees arising from, or damages caused by, Supplier's failure to provide the documentation required under this Section 5.

6. CHANGES: Autocar reserves the right at any time to make changes, or direct Supplier to make changes, to drawings and specifications of the Goods or to otherwise cancel or change the terms of the PO, and Supplier shall promptly cancel such PO or make such changes. Minor engineering changes to soft production Goods shall be implemented by Supplier at no additional cost to Autocar. Supplier shall provide notice to Autocar of any proposed change in the raw materials, components or manufacturing processes, and Autocar's written approval to such change shall be required prior to implementation. In the event that Supplier intends to cease production of a Good Autocar is, at such time, actively purchasing, Supplier shall provide Autocar at least one year advance notice for Goods available off-the-shelf, and at least two years advance notice for non off-the-shelf Goods (and shall continue producing the Good beyond such periods until Autocar completes validation of a new supplier). Supplier shall provide all requested documentation to support Autocar's efforts to identify an alternative source. Supplier shall also produce and retain a quantity of Goods, as requested by Autocar, to support the Autocar service period.

7. CHARGE-BACK: Autocar may, from time to time, issue to Supplier a charge-back for the costs it incurred as a result of Supplier's (including its representatives' and agents') non-compliance with the agreed lead time, Autocar Specifications, the PO or these Terms (including quality representations) (collectively, "Supplier Non-Compliance"). Time is of the essence with regard to the supply and delivery of the Goods. **Return of Goods:** If a Supplier Non-Compliance results in Autocar no longer needing the Goods, Autocar may cancel the PO and/or return the Goods to Supplier, and Supplier shall refund the amount paid by Autocar for the Goods plus any related costs incurred by Autocar. **Production Downtime:** If a Supplier Non-Compliance results in production downtime at Autocar, Supplier will pay Autocar's direct and indirect costs associated with such downtime, including any labor involved in investigating the Supplier

Non-Compliance. Repair/re-work will be charged at Autocar's standard labor rate (based on the regional rate of the service center or the applicable third-party rate). Autocar shall make reasonable efforts to mitigate damages in such event. **Production Disruption:** If a Supplier Non-Compliance results in Autocar production disruption, Supplier shall pay \$5,000 per day for each build slot disruption. **Expedited Delivery:** Supplier shall pay for premium inbound and outbound freight (including air freight) if necessary to comply with Autocar's delivery schedules and is responsible for reimbursing Autocar for any expedited shipping fees. Autocar may, in its sole discretion, issue an invoice or debit memo to Supplier for the amounts above, which invoice/debit memo will be paid by Supplier within ten days of receipt, or Autocar may offset such amounts against any amounts due from Autocar to Supplier.

8. CONFIDENTIALITY / DATA OWNERSHIP: Supplier shall not use or disclose, or authorize anyone else to use or disclose, any of the terms of the PO or the existence of the PO, Autocar's designs, specifications, drawings, production methods, assembly and sub-assembly procedures, financial, volume or pricing information or any other trade secret or confidential information relating to any aspect of the business of Autocar or its affiliates (collectively, "Confidential Information") without the prior written consent of Autocar. Confidential Information shall not include information which: (a) is or becomes publicly known through no wrongful act on Supplier's part; (b) is known to Supplier prior to Supplier being notified of any potential confidentiality obligation restricting disclosure; (c) comes into Supplier's possession without any obligation restricting disclosure; (d) is independently developed by Supplier without reference to or use of the Confidential Information; or (e) is disclosed pursuant to an order of a governmental or judicial authority, after prior notice to Autocar and affording Autocar reasonable opportunity and cooperation to object to the disclosure or obtain a protective order, at Autocar's expense. The confidentiality and non-use obligations set forth in this Section 8 shall survive any expiration or termination of the PO. Upon Autocar's request, Supplier shall immediately destroy or deliver to Autocar all Confidential Information and all copies and embodiments thereof other than a back-up copy of archived files which shall remain under the obligations of this Section.

All data, reports, analytics, model outputs, telemetry, warranty information, production information, service information and derivative datasets relating to the Goods or other Autocar products shall be the exclusive property of Autocar and/or Autocar's customers.

9. CONFLICT MINERALS: Supplier shall comply with Conflict Minerals legal requirements. "Conflict Minerals" mean gold (Au), tantalum (Ta), tungsten (W), tin (Sn) and other materials deemed to be sourced from areas identified as conflict regions, including the Democratic Republic of the Congo (DRC) and Central Africa. Supplier represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any Goods. Supplier shall further assist Autocar with any requests for information, certifications, or other similar documents as Autocar may reasonably request to ensure the Goods' and Supplier's compliance with these Terms.

10. DELIVERY: Supplier shall deliver all Goods by the requested delivery date in accordance with the mutually agreed lead times. Times of delivery are of the essence. Deliveries shall be made both in quantities and at times and locations specified in Autocar's delivery schedules, FCA Supplier's facility (Incoterms 2020), at which time title and risk of loss transfers to Autocar. Supplier shall be responsible to properly pack, mark, ship and sequence the Goods in accordance with Autocar's shipping guidelines set forth in Autocar's Packaging and Labeling Guidelines and Routing Instructions, available at www.autocartruck.com/supplier-portal/, which may be updated from time to time. Supplier shall reimburse Autocar for scheduling penalties or accessorial fees charged by a carrier relating to the actions or omissions of Supplier. Autocar shall not be required to make payment for Goods delivered to Autocar which are not ordered on Autocar's firm order or PO or are in excess of quantities specified in such order or PO, in which case Autocar reserves the right to return such Goods to Supplier at Supplier's expense. Autocar may apply a charge-back pursuant to Section 7 in the event of Supplier's breach of these Terms.

11. DISASTER RECOVERY AND CYBERSECURITY PLAN: Supplier represents and warrants that (a) it has (i) a disaster recovery plan covering crisis management planning, business continuity procedures, and contingency plans and (ii) a written information security and cybersecurity program that includes administrative, technical, and physical safeguards designed to protect the confidentiality, integrity and availability of systems and data (together, the "Disaster Recovery and Cybersecurity Plan"), and that (b) the Disaster Recovery and Cybersecurity Plan comply, in all material respects, with industry-standard customary practices, and are reasonably sufficient to cover the risks to Autocar hereunder. Supplier shall deliver the Disaster Recovery and Cybersecurity Plan to Autocar upon request. Supplier shall maintain and comply with all cybersecurity requirements applicable to its performance under these Terms, including compliance with industry-standard security practices and any specific cybersecurity requirements of Autocar from time to time. In the event of a Force Majeure Event or any actual or suspected cybersecurity incident, Supplier shall comply with any relevant provisions of the Disaster Recovery and Cybersecurity Plan then in effect. Autocar may from time to time request, on a reasonable basis, that Supplier test the Disaster Recovery and Cybersecurity Plan, including cybersecurity controls and incident response procedures, and Supplier shall conduct such test on reasonable notice from Autocar. Supplier shall notify Autocar within 24 hours of discovery of any actual or suspected cybersecurity incident affecting Autocar systems, Autocar data, Autocar Intellectual Property Rights or the product of the Goods. For purposes of clarification, the development, implementation and/or contents of the Disaster Recovery and Cybersecurity Plan shall not relieve or limit Supplier of any of its responsibilities and/or obligations under these Terms or in any way restrict Autocar's rights hereunder.

12. DUTY DRAWBACK RIGHT: Autocar's purchase of the Goods includes all related customs duty and import drawback rights, if any (including rights developed by substitution and rights which may be acquired from sub-suppliers) which Supplier can transfer to Autocar. Supplier will inform Autocar of the existence

of any such rights and, upon request, supply such documentation as may be required to obtain such drawback rights.

13. EQUAL EMPLOYMENT OPPORTUNITY: Supplier and Autocar shall abide by the requirements of CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, sexual orientation, gender identity 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, sexual orientation, gender identity, national origin, protected veteran status or disability.

14. FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION AND COMPLIANCE WITH LAWS:

Safety and Environment Compliance: Supplier represents and warrants that all Goods, and all components, materials, and processes used in their manufacture, shall comply with all federal, state and local laws, ordinances, orders, regulations, and safety standards applicable to the Goods (as supplied for use in motor vehicles or otherwise) in the U.S., Canada and any other jurisdiction in which the Goods are produced or delivered, including the U.S. Federal Motor Vehicle Safety Standards ("FMVSS"), the Canadian Motor Vehicle Safety Standards ("CMVSS"), and all applicable emissions, environmental, and hazardous materials regulations. Supplier acknowledges that (i) the Goods will become part of an Autocar product covered by FMVSS and CMVSS, and that (ii) the Goods must be produced in accordance with Autocar Specifications and Autocar Prints, under strict quality control procedures and practices. If the Goods are subject to specific FMVSS or CMVSS regulations, Supplier shall perform the required testing and provide Autocar complete and accurate test results to demonstrate compliance with such regulations. **Other Compliance Matters:** Supplier further represents and warrants that the Goods delivered hereunder, including any component thereof, shall be in compliance with all other applicable international treaties or agreements, international and federal, state and local laws, ordinances, orders and regulations, including those related to labor standards and workplace practices.

In the event that any governmental authority responsible for vehicle safety standards (in the U.S., Canada or elsewhere) demands inspection of the production process and disclosure of the test records, Supplier shall, upon request of Autocar, promptly provide such authorities access to such records and provide them with any support as may reasonably be requested from time to time.

15. FORCE MAJEURE: Supplier will not be in default for delays in delivery or failure to manufacture due to causes which are not reasonably foreseeable and which are beyond the party's reasonable control, such as acts of God, war, earthquake, explosion, global pandemic, governmental expropriation, and governmental law or regulation; provided, however, that such delay or failure by Supplier is not due to the fault or negligence, in whole or in part, of Supplier, its vendors,

contractors, suppliers or agents. To rely on this paragraph, Supplier must promptly provide Autocar with a written notice that expressly references this Section and identifies the nature and estimated duration of any suspension in Supplier's performance, and will use its best efforts to remedy the delay if it can be remedied, at Supplier's expense, including expediting orders that are past due and needed by Autocar. Supplier will allocate its output in a manner that assures Autocar of at least the same proportion of Supplier's total output as was allocated to Autocar before the force majeure event. If a force majeure event continues for over five (5) consecutive days, Autocar may terminate the order or its agreement with Supplier, at its discretion, with no penalty.

16. GLOBAL SOURCING; C-TPAT: Price quotations must be in US dollars and must provide the exchange rate and date of conversion from Supplier's currency. Suppliers who import to the United States must participate in the worldwide supply chain security initiative, Customs-Trade Partnership Against Terrorism (C-TPAT).

17. GOVERNING LAW AND DISPUTE RESOLUTION: The PO and all rights and duties thereunder are governed by, and shall be construed in accordance with, the laws of the state of Alabama, without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Exclusive jurisdiction over and venue of any suit arising out of or relating to this PO will be in the state and federal courts located in Jefferson County, Alabama. Supplier hereby consents to the personal jurisdiction of, and venue in, those courts, submits to jurisdiction in Alabama and waives any right to transfer the venue of any such action or proceeding. Prior to initiating any claim hereunder, the parties will attempt in good faith, for a period of 30 days, to resolve any controversy, claim or dispute of any nature arising out of or relating to the PO by negotiating between executives or managers who have authority to settle such a dispute. A dispute between the parties shall not constitute a basis for suspension of performance, and the parties shall continue to render performance as required by the PO and these Terms. The prevailing party in any litigation over such a dispute shall be entitled to recover from the non-prevailing party all reasonable costs and expenses, including without limitation, reasonable attorneys' fees and costs incurred by such party in connection with such litigation.

18. INDEMNIFICATION: Supplier shall indemnify, defend and hold harmless Autocar and Autocar's affiliates, managers, members, officers, employees, agents, consultants, attorneys, representatives, successors and assigns (collectively, the "Autocar Indemnified Parties") from and against any and all actions, claims, demands, suits, liabilities, losses, direct or indirect damages, obligations, judgments, settlements, costs and other expenses (including attorneys' fees, paralegals' fees and legal expenses and court costs) incurred or suffered by any Autocar Indemnified Parties which are related to or arise out of any actual or alleged (a) breach by Supplier of any representations, warranties, obligations or covenants of Supplier to Autocar under the PO, including, without limitation, the timely delivery of conforming Goods; (b) claim or finding that the Goods have caused or contributed to the death, injury or illness of any person or damage to any property to the extent not caused by

Autocar; (c) the failure of Supplier to comply with and observe any applicable laws, orders, codes, regulations and ordinances which may be applicable to Supplier, Supplier's business or the Goods, in the United States, Canada, and any other jurisdiction in which the Goods are manufactured or delivered, including the FMVSS and CMVSS; (d) any product liability or tort claims relating to the Goods; and (e) any breach of the confidentiality and non-use obligations set forth in Section 8.

19. INSPECTION: Acceptance of the Goods shall not occur until after Autocar's inspection, testing, approval and opportunity for providing notice of non-conformance by Autocar at Autocar's plant and may occur during assembly and after payment of the invoice. Autocar's failure to state a particular defect upon any acceptance or rejection of the Goods shall not preclude Autocar from relying on unstated defects to justify such rejection or from seeking recourse in the event of latent defects subsequent to acceptance. Supplier shall conduct its own inspection of the Goods prior to shipment to ensure compliance with these Terms, including, but not limited to, the warranties set forth below. Autocar shall have the right to enter Supplier's facility at reasonable times to inspect the Goods, materials and any property of Autocar. No acceptance under this Section shall in any way limit or reduce all other remedies or damages that may be available to Autocar hereunder,

20. INSURANCE: Supplier shall procure and maintain, with insurers reasonably acceptable to Autocar, the following types of insurance coverage: (a) workers' compensation for statutory obligations imposed by workers' compensation or occupational disease laws; (b) comprehensive general liability including products/completed operations liability and recall liability insurance with a vendor's endorsement (broad form) with a minimum coverage of \$3,000,000 general & products aggregate and \$2,000,000 per occurrence; (c) employer's liability insurance for personal injury and property damage with a minimum liability coverage of \$1,000,000 (with such policy scheduled under the umbrella); (d) comprehensive automobile insurance for personal injury and property damage with a minimum liability coverage of \$1,000,000; and (e) excess/umbrella liability insurance coverage with a minimum coverage of \$10,000,000.

Such required insurance policies shall be maintained with insurance companies holding an AM Best rating of no less than A-, VIII. All policies must be primary and noncontributory. A waiver of subrogation shall be obtained by Supplier from its insurers and, consequently, Supplier, for itself and on behalf of its insurers, hereby waives and releases any and all right to claim or recover against Autocar, its owners, employees, officers, agents and representatives, for any loss of or damage such persons, Supplier, other persons, or any property required to be insured against by the provisions of these Terms or otherwise insured against by Supplier. Supplier will provide Autocar with a certificate of insurance for all policies of insurance required hereunder, stating that the insurer will provide Autocar with not less than 30 days advance notice of any cancellation, non-renewal or material change in the insurance coverage and naming Autocar as an additional insured thereunder.

21. INVENTIONS AND INNOVATIONS

(a) Defined terms:

"Intellectual Property" means any and all ideas, information, concepts, designs, logos, names, know-how, techniques, processes, methods, inventions, products, works of authorship, discoveries, developments, source code, algorithms, innovations, improvements, and other proprietary property of a party of any kind, whether tangible or intangible, whether in written or other form.

"Intellectual Property Rights" means all forms of intellectual property rights and protections that may be obtained for or may pertain to any Intellectual Property, including all rights, title and interest in and to (i) Letters Patent and all filed, pending or potential applications for Letters Patent, including any reissue, reexamination, division, continuation or continuation-in-part applications now or hereafter filed; (ii) know-how and trade secrets; (iii) copyrights, mask work, mask rights and other literary property or author's rights; and (vi) all proprietary indicia, trademarks, tradenames, logos, or brand names.

"Autocar Specifications" means the specifications, standards and performance criteria applicable to the Goods that were tailored for Autocar's needs, or that were developed for the benefit of Autocar, under a PO or otherwise.

"Autocar Prints" means the controlled engineering document(s) that defines the Goods and were prepared or developed by Autocar or that were tailored for Autocar's needs under a PO or otherwise.

"Supplier Background IP" means any Intellectual Property Rights owned, developed, invented, created, conceived, or reduced to practice by Supplier before or outside the scope of any PO, including any and all Intellectual Property Rights created or otherwise owned by Supplier prior to the execution of a PO or independently thereof.

(b) Ownership:

(i) Subject to paragraph (iii), Autocar shall own exclusively any Intellectual Property Rights related to or arising from (A) the Autocar Specifications; (B) the Autocar Prints; (C) the tooling delivered by Autocar to Supplier, or developed by Supplier or others for the benefit of Autocar; (D) any Confidential Information of Autocar; and (E) any other Intellectual Property and Intellectual Property Rights related to or arising from any PO, which are delivered by Autocar to Supplier or are created, discovered, generated or developed by Supplier or jointly by Autocar and Supplier, in connection with any PO, including the services thereunder (collectively, "Autocar Intellectual Property Rights"). Subject to paragraph (iv), Supplier shall, and hereby does, assign to Autocar any right, title or interest it may have in and to the Autocar Intellectual Property Rights (to the extent there is any).

(ii) Any work or contribution by Supplier, its agents, subcontractors or its employees in connection with any PO, including the creation of any copyrightable subject matter, is "work made for hire", and shall be Autocar Intellectual Property Rights

(iii) Supplier shall retain ownership solely of Supplier Background IP existing prior to commencement of work under the applicable PO. Supplier hereby grants Autocar a perpetual, transferable and royalty-free non-exclusive license to use any Supplier Background IP that is incorporated into the Goods, to the extent needed in order to use, assemble or operate the Goods. Any

modifications, improvements, derivative works, enhancements, customizations or developments relating to the Goods, Autocar Specifications, Autocar Prints or work performed for Autocar shall constitute Autocar Intellectual Property Rights, regardless of whether they are based on Supplier Background IP.

(iv) Supplier also grants Autocar a perpetual, irrevocable, worldwide license to use, maintain, repair, modify and have modified any software, firmware, source code, object code, AI model, algorithm or embedded software incorporated into the Goods.

(v) Nothing in these Terms shall be deemed to grant Supplier any express or implied license or right to any Autocar Intellectual Property Rights.

(vi) For purposes of verifying the creation of Intellectual Property, the design and development performed by Supplier for Autocar under these Terms shall be well documented as per Autocar's instructions.

(vii) Autocar may, in its sole discretion, change, alter, amend, add to, delete from and otherwise modify the design of Autocar Goods (as defined below), including any and all cuts, edits, rearrangements and other alterations, additions and deletions of the Autocar Goods and assign and transfer and license the Autocar Goods. Supplier shall take all actions and execute all documents as may be requested by Autocar, from time to time, to establish the foregoing. "Autocar Goods" means any Goods that include or utilize Autocar's Intellectual Property or Intellectual Property Rights.

(c) Supplier shall, and undertakes to procure that all of its directors, officers, employees, sub-contractors and other third parties involved in developing the Autocar Goods shall, at any time upon request and at no additional cost to Autocar, execute and deliver all such documents, forms and authorizations as may be required by the relevant registration authorities in the countries concerned, to enable Autocar to lodge an application and registration of Intellectual Property Rights forming part of the Autocar Goods, as well as assist Autocar in any legal proceedings against third parties. Supplier agrees that each such party shall designate Autocar as its power-of-attorney to sign any such documentation as required to fulfill the rights and obligations under this Section.

(d) Supplier shall not be entitled to use or sell the Autocar Goods in its future business without Autocar having granted the Supplier an explicit license in writing. Supplier may not use, directly or indirectly, other than for the furtherance of Autocar's interests, the same or similar ideas, concepts or themes as those forming part of the Autocar Goods.

(e) Supplier warrants to Autocar that all Goods (including every component of the Goods and the services provided in connection with any PO) do not and will not infringe, constitute a misappropriation or impairment of or otherwise interfere with Intellectual Property Rights of any third party anywhere in the world. Supplier agrees to hold harmless and indemnify Autocar and its directors, employees, agents, distributors, dealers and representatives in full from and against any and all direct and indirect claims, damages, losses, costs and expenses, including attorney's fees, arising out of Supplier's breach of the warranty set forth in this Section. In the event of the institution of any infringement action by a third party against Autocar relating to the Goods, Supplier shall cooperate in the defense as requested by

Autocar, at Supplier's expense. All costs (including damages and attorney's fees) relating to judgments and settlements resulting from such action shall be paid by the Supplier.

(f) Supplier shall defend any action or proceeding instituted involving any Intellectual Property Rights defined in (b) above, including those involving interference, re-issue, re-examination, revocation, invalidity, or unenforceability of any patents or denial of issuance thereof ("Action of Defense"). Autocar shall have the right but not the obligation to (i) be represented by advisory counsel in such Action of Defense at Supplier's expense, or (ii) intervene and assume sole control of the Action of Defense at Supplier's expense. Supplier shall render all assistance requested by Autocar and issue all necessary documents to enable Autocar to perform its rights as set out in (i) and (ii). In the event that Supplier does not bring appropriate Action of Defense to be decided by Autocar in Autocar's sole discretion, Autocar shall be entitled to institute such Action of Defense as Autocar deems appropriate, in which case Supplier shall bear all costs and expenses and render all assistance requested by Autocar and issue all necessary documents to enable Autocar to institute such action.

(g) Nothing in these Terms shall be deemed to grant to Supplier any express or implied license or right to any Intellectual Property or Intellectual Property Rights of Autocar.

22. INVOICING: Supplier shall issue and send to Autocar invoices upon shipment of the Goods in accordance with Autocar's delivery schedules. Payment of an invoice will not constitute acceptance. Supplier will not issue an invoice prior to the later of the date the Goods to which such invoice relates are shipped and the requested delivery date under the applicable Autocar PO. Time for payment will not begin until invoices are correct and complete, and Supplier's cash discount privileges to Autocar will be extended until such time as payment is due. In the absence of an agreement between the parties in writing, payment terms are net 90 days. Autocar may, in its sole discretion, offset against the amount due under an invoice any amounts due from Supplier to Autocar.

23. LABOR: Supplier represents that no Goods are produced utilizing forced labor, prison labor, involuntary labor, child labor, or labor prohibited by the Uyghur Forced Labor Prevention Act or similar legislation. Supplier shall immediately give Autocar notice of any material problems, labor disputes or operating difficulties with respect to Supplier's production operations and will keep Autocar informed as to actions taken in connection therewith. Supplier shall promptly notify Autocar if any of Supplier's employees at Supplier's production facility are represented by a labor union. In the event any of Supplier's employees at Supplier's production facility are represented by a labor union, Supplier shall notify Autocar no less than 90 days prior to the expiration of any collective bargaining agreement, and thereafter shall keep Autocar informed as to the status of negotiations with regard to extending or terminating the collective bargaining agreement.

24. NON-CONFORMING PARTS: "Non-Conforming Products" are Goods which are determined by Autocar prior to delivery of the finished product to the end user to be not in compliance with the Warranty (as defined elsewhere in these Terms), Autocar

Specifications or any applicable local, state or federal law or regulation. Autocar may, at its option, without limitation or exclusion of any other right or remedy, either (a) return the Non-Conforming Products for a full refund and reimbursement of shipping costs, or (b) provide notice of the Non-Conforming Products to Supplier, in which case, Supplier will, at Autocar's option, either (i) pay to Autocar a labor allowance to repair or replace the Non-Conforming Products at Autocar's standardized labor rate (based on the regional rate of the service center or the applicable third-party rate), plus all incidental costs incurred by Autocar, including freight for return to and redelivery from Supplier, or (ii) promptly repair or replace the Non-Conforming Products at Supplier's cost and expense, including freight for return to and redelivery from Supplier. Autocar may, in its sole discretion, invoice Supplier for the amounts authorized above, which invoice will be paid by Supplier within ten days of receipt, or Autocar may offset such amounts against any amounts due from Autocar to Supplier. Supplier will comply with the return procedure and other obligations for Non-Conforming Products set forth in Autocar's Supplier Quality Assurance Manual and SCAR Manual (www.autocartruck.com/supplier-portal/). Autocar may apply a charge-back pursuant to Section 7 in the event of Supplier's breach of these Terms. Supplier shall further, on a continuous basis, identify ways to improve the quality, service, performance standards, and technology for the Goods, including through participation in the Company's quality improvement initiatives.

25. NON-SOLICITATION: So long as Autocar is regularly purchasing the Goods from Supplier and for a period of twelve (12) months thereafter, Supplier will not, and will not permit any of Supplier's affiliates to, directly or indirectly, (a) take any action which would have the effect of interfering with Autocar's relationships with its employees, including without limitation, any efforts to hire, recruit or otherwise solicit or induce any employee or independent contractor to terminate its employment or other arrangement with Autocar (or its affiliates) to join a person or entity that provides the same or similar products or services as Autocar provides (on or before the date of termination of these Terms or (b) take any action that would interfere with the business relationships between Autocar (or its affiliates) and any independent contractor, customer or supplier of Autocar or its affiliates. Supplier acknowledges and agrees that the restrictions set forth in this section are reasonable in terms of duration and scope and that, in addition to any other remedy, such restrictions may be enforced by injunction proceedings as provided herein.

26. PRICE: Supplier will furnish the Goods at the pricing quoted by Supplier and agreed to by Autocar in writing. In the absence of a set pricing agreement, no prices may be adjusted without Autocar receiving 90 days' written notice and a full cost breakdown. The prices represent the total amount per item that Autocar will be obligated to pay and are inclusive of all applicable taxes, and charges for boxing, packing, loading, unloading, cartage and storage. No Tariffs may be charged to Autocar unless Supplier complies with Section 37 below. The prices will not be dependent upon delivery location, and Supplier will accommodate Autocar's reasonable requests for delivery of the Goods to alternative locations. Autocar and Supplier will consistently work together to pursue cost reduction opportunities.

27. PUBLICITY/MARKETING: Supplier will not use Autocar's name for promotional or advertising purposes without Autocar's express prior written consent and without Autocar's express prior written approval of the method and content of such use.

28. RECALLS/SERVICE CAMPAIGNS: If for any reason Autocar trucks containing the Goods are recalled (whether voluntarily or involuntarily), or Autocar takes any action with regard to Autocar trucks containing the Goods which, in Autocar's reasonable discretion, is necessary or advisable to prevent or mitigate any risk to human health, safety, property damage or damage to the business or reputation of Autocar, and such recall or other action relates to the Goods, Supplier will bear and reimburse Autocar for all costs and expenses relating thereto, including, but not limited to, the costs and expenses of notifying customers, customer rentals and refunds, repairing or returning parts, lost profits, labor charges, handling expenses, costs of replacement (regardless of where procured) and any costs or expenses incurred to satisfy obligations to third parties and pursuant to applicable laws, including attorneys' fees and costs. Recall costs include all internal and external costs incurred in investigation, root cause analysis, customer support, engineering analysis, testing, dealer support, campaign management and legal compliance activities. The foregoing will apply even if the warranty over the Goods has expired. Supplier will be liable for all of Autocar's costs associated with any recall/campaign if such recall/campaign is based upon a reasonable determination that the Goods fail to conform to the warranties set forth in these Terms. Where applicable, Supplier shall pay all reasonable expenses associated with determining whether a recall/campaign is necessary. Autocar may, in its sole discretion, invoice Supplier for the amounts authorized above, which invoice will be paid by Supplier within ten days of receipt, or Autocar may offset such amounts against any amounts due from Autocar to Supplier. Autocar may apply a charge-back pursuant to Section 7 in the event of Supplier's breach of these Terms.

Supplier shall promptly provide written notice to Autocar of any of the following events or occurrences as per requirements under 49 CFR § 573:

- Defects or quality problems and subsequent investigations.
- Deficiency in specifications or test results.
- Any change in Good provided including specification, material or part number(s).
- Affected Good production information from supplier recall action.
- Any pursuit to change or remedy Good used by another buyer.
- Intent to communicate notice to end customers relating to any defect, equipment failure or policy extensions applicable to the Goods.

29. RELATIONSHIP: Autocar and Supplier are independent contracting parties, and nothing herein makes either party the agent, joint employer or legal representative of the other for any purpose, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other party.

30. RELOCATION: Supplier may not relocate its production or warehouse facilities for the Goods without Autocar's prior written consent, which consent will not be unreasonably withheld. Supplier will

comply with any reasonable PPAP validations requests submitted by Autocar at Supplier's expense. Any increase in Autocar's freight costs as a result of a Supplier relocation will be deducted from the prices of the Goods.

31. REMEDIES/DAMAGES: The rights and remedies reserved herein will be cumulative and in addition to all other rights and remedies provided at law or in equity. All remedies will survive the termination of the PO. Supplier acknowledges that monetary damages may be insufficient and agrees that Autocar may seek temporary, preliminary and permanent injunctive relief without posting bond. EXCEPT AS SPECIFICALLY PROVIDED IN THE PO OR IN THESE TERMS, WHICH EXCEPTIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, SECTIONS 7, 8, 10, 14, 18, 20, 21, 24, 25, 27, 28, 30, 32, 38, 40 AND 42, NEITHER AUTOCAR NOR SUPPLIER WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY IN ANY WAY BE RELATED TO THE PO.

32. RESTRICTIONS ON USE OF AUTOCAR DATA IN AI TOOLS: Supplier may use software or services that contain artificial intelligence ("AI") features in performing its obligations, provided that such use does not result in Autocar data being used to train, improve, or develop any AI model or service. Supplier shall not, and shall ensure that its employees, contractors, affiliates, subprocessors, and service providers do not: (a) use Autocar data to train, fine-tune, develop, improve, or validate any AI model or AI-enabled service; (b) disclose Autocar data to any public or shared AI platform in a manner that permits the AI provider or any third party to retain, use, or learn from such data for purposes unrelated to providing services to Supplier or Autocar; (c) use Autocar data to create generalized datasets, benchmarking information, or AI training materials; (d) sell, share, license, or otherwise make Autocar data available for AI-related purposes to any third party.

Supplier may use third-party service providers, cloud providers, and subprocessors that utilize AI functionality as part of their services, provided that:

- (i) such providers are bound by written confidentiality obligations;
- (ii) Autocar data is not used to train or improve AI models;
- (iii) Supplier remains responsible for compliance with this Section.

Supplier shall promptly notify Autocar of any unauthorized use of Autocar data involving an AI system. Any violation of this Section shall constitute a material breach.

33. SERVICE PARTS: Upon Autocar's request, Supplier will provide the Goods as service parts. Supplier will provide Autocar-exclusive service parts only to Autocar or other parties designated or authorized by Autocar. Supplier will furnish the Goods as service parts at the same prices as the production prices for the Goods, plus the cost to package and ship the service parts, which shall not exceed 10% of the price of the Good. After the Good is no longer purchased for OEM production, Supplier will continue supplying the part for a fifteen-year service period, during which time the price shall be locked at the last production price for the first three years of such service period. In the event Autocar

notifies Supplier of a customer with a unit down, Supplier will rush delivery of service parts. Supplier will comply with additional requirements for service parts set forth in Autocar's Quality Manual.

34. SEVERABILITY: If a provision of the PO or these Terms is held invalid under applicable law, such invalidity will not affect any other provision of these Terms and the PO that can be given effect.

35. SUPPLIER FINANCIAL CONDITION: It is imperative that Autocar has as much advance notice as possible in the event of Supplier's inability to provide the Goods or general financial instability. Supplier will notify Autocar within ten days of any default or event of default in Supplier's performance or observance of any term, covenant, condition or agreement contained in any of Supplier's loan documents or other material agreements, if such default continues beyond any applicable grace period. Supplier will keep adequate records and books of account with respect to its business activities and will upon request furnish to Autocar copies of Supplier's current quarterly and annual financial statements.

Supplier shall promptly notify Autocar of any insolvency event, bankruptcy filing, assignment for the benefit of creditors, receivership, foreclosure, restructuring, inability to pay debts as they become due, or similar proceeding. Upon occurrence of any such event, Autocar may immediately: (a) take possession of Autocar-owned tooling; (b) access finished goods, work-in-process and raw materials dedicated to Autocar; (c) manufacture or have manufactured the Goods using Supplier tooling and processes; (d) offset any amounts owed; or (e) terminate for cause without liability.

36. SURVIVAL: The rights and obligations of the parties set forth in Sections 7, 8, 11, 14, 17, 18, 21, 24, 25, 27, 28, 31, 32, 33, 36, 37, 38, 39, 40 and 42 of these Terms, as well as any right or obligation of the parties in these Terms which, by its express terms or nature and context is *intended to survive termination* or expiration of the PO, will survive any such termination or expiration.

37. TARIFFS:

(a) Autocar shall reimburse supplier for any pre-approved specific, identifiable tariffs paid by Supplier to the U.S. government by Supplier (or Supplier's representative), as required by law, and imposed in connection with the sale, production, and/or delivery of a Good or component(s) hereunder ("Tariffs"). Such reimbursement shall be in the amount of the actual per-unit direct and incremental Tariff paid by Supplier.

(b) Supplier must provide Autocar all necessary documentation reasonably requested by Autocar to review the Tariff charges, including all invoices, the import classification (such as the HTS-US Code), the Form 7501 entry summary and the weight or quantity of components/materials subject to the Tariff, at least thirty (30) days in advance of any surcharge to Autocar; Supplier agrees that the Tariffs applied to each Good shall not exceed any other Tariff applied to any other customer.

(c) Supplier shall use commercially reasonable efforts to mitigate the Tariff's impact on the prices, such as researching alternative sourcing options.

(d) Supplier agrees to charge all Tariffs as a separate invoice line item separate from the price of the Goods, if requested by Autocar.

(e) Supplier agrees that in the event of any mis-classification of the relevant components/materials, or any elimination, reduction, or Supplier offset right of any Tariff, the price of any Good subject to a tariff shall be adjusted accordingly.

Notwithstanding the foregoing, Autocar shall not be liable for any tariffs (such as Section 232 MHDV Tariffs) for which an offset right is available; provided that Autocar agrees to make commercially reasonable efforts to promptly authorize the offset right with governmental authorities.

38. TERMINATION: Autocar may terminate all or part of the PO at any time by giving written notice to Supplier. In the event of any termination of the PO, the parties will cooperate with one another to wind down and/or transition the supply to the Goods to an alternative supplier, and Supplier will provide Goods during a transitional period for at least 180 days.

39. TOOLS: All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Autocar either directly or indirectly to Supplier for use in connection with the Goods, or for which Supplier has been reimbursed by Autocar (collectively, the "Tools"), will be and remain the property of Autocar, and Supplier shall provide Autocar access to all designs and CAD data for such tooling. Supplier will bear the risk of loss of and damage to the Tools. Supplier will comply with the tooling provisions set forth in Autocar's Quality Manual. Supplier acknowledges and authorizes Autocar to file protective UCC-1 filings with respect to such Tools within Supplier's possession.

40. VERIFICATION: Supplier will keep accurate books and records reflecting all obligations arising out of these Terms and the PO. Upon Autocar's request, Supplier will provide Autocar access to those specific portions of Supplier's books and records relating to these Terms and the PO for the purpose of verifying compliance therewith. Autocar may, in its sole discretion, invoice Supplier for any amounts determined during such review to be owed to Autocar, which invoice will be paid by Supplier within ten days of receipt, or Autocar may credit or offset such amounts against any amounts due from Autocar to Supplier. Autocar will bear the expense of such review unless such review reveals a breach of these Terms or the PO in excess of \$1,000, in which case in addition to all other remedies that may be available to Autocar hereunder, Supplier will pay all costs and expenses of such review (including reasonable fees and expenses of third-party auditors and reasonable related legal fees and expenses).

41. WAIVER: Unless otherwise agreed in a signed writing, Autocar's failure at any time to require performance or address a breach by Supplier of any provision will in no way affect Autocar's right to require such performance or constitute a waiver of any succeeding breach of the same or any other provision.

42. WARRANTY: Supplier expressly warrants to Autocar and Autocar's customers that during the three-year period commencing on the date that the Autocar truck on which the Goods are installed is placed in service by the end user, (or as otherwise agreed by Autocar and the end user) (the "Warranty Period"), the Goods will: (a) conform to Autocar Specifications, Autocar Prints, quality control standards, instructions, drawings, samples, descriptions and designs (including

specifications described in the supply agreement) (b) be merchantable; (c) not be defective in design (unless Autocar's design), materials or workmanship; (d) be fit and sufficient for the particular purposes and uses intended by Autocar and its customers; (e) be new and made without any used or remanufactured materials; and (f) not be encumbered by any lien, security interest or other encumbrance (collectively, the "Warranty"). Supplier will reimburse Autocar for all costs incurred and paid relating to such warranty claims, including replacement Goods (at dealer-level pricing), a labor allowance to diagnose and repair or replace the defective Goods at Autocar's standardized labor rate (based on the regional rate of the service center or the applicable third-party rate), other field replacement costs and any incidental costs incurred by Autocar, including rental fees and freight for return to and redelivery from Supplier of the defective and replacement Goods. Autocar will not accept refurbished Goods as a replacement part. If no root cause is able to be determined by the parties Autocar reserves the right to either split the cost of the warranty claim equally or require a third-party independent analysis, at its discretion, which will be binding on the parties. If the unit price of the Good subject to the warranty claim is under \$100, Supplier will accept a photo and/or a description of the defect to process a claim, with no shipment of the defective part required. Supplier will retain Goods within the USA to support the Warranty Period and will ship replacement Goods direct from the USA. Within 24 hours of notification of a truck-down situation, Supplier will pay all expedited shipping costs to ship the replacement Goods to the end customer location as requested and reimburse customer towing fees. Supplier will pay warranty claims by check or wire transfer as directed by Autocar, within ten days of Supplier's receipt of such warranty claims, or Autocar may, in its sole discretion, offset such amounts against any amounts due from Autocar to Supplier. Supplier will establish and maintain quality and control procedures necessary to ensure efficient and proper handling of Autocar's warranty claims. For all emissions system and related parts and components and electric vehicle powertrain parts and components, Supplier will comply with all federal and state compliance and control standards, including but not limited to, providing the regulation-mandated warranty over the components supplied to Autocar. Autocar may apply a charge-back pursuant to Section 7 in the event of Supplier's breach of these Terms.

43. INTERPRETATION: The captions contained in these Terms are for convenience only, shall not be deemed to be a part of these Terms, and shall not be referred to in connection with the construction or interpretation of these Terms. As used in these Terms: (a) "or" is not exclusive; (b) "including" and its variants mean "including, without limitation" and its variants; (c) words defined in the singular have the parallel meaning in the plural and vice versa; (d) references to "written" or "in writing" include in visual electronic form; and (e) words of one gender shall be construed to apply to each gender; and a reference to any person includes such person's successors and permitted assigns. The Instructions for Integration, as well as any exhibits to these Terms or the PO, are incorporated herein by reference and made a part hereof for all purposes.