

**BEACONMEDAES
TERMS AND CONDITIONS OF PURCHASE**

“**Buyer**” means BeaconMedaes LLC, a Delaware limited liability company with a principal place of business at 1059 Paragon Way, Rock Hill, SC 29730. “**Supplier**” means company that supplies Products to Buyer. “**Products**” means the equipment, items, parts, material and/or services described in Buyer’s applicable purchase order.

1. **General.** (a) These Terms and Conditions of Purchase apply to all orders issued by Buyer to Supplier. The purchase order that Buyer in any manner transmits to Supplier, together with these Terms and Conditions of Purchase, and any attachments, exhibits, specifications, drawings, instructions and other information provided by Buyer or approved by Buyer in writing, whether physically attached to the purchase order or incorporated by reference (collectively this “Purchase Agreement”), constitutes the entire and exclusive agreement between Buyer and Supplier with respect to the subject matter of this Purchase Agreement. (b) Supplier’s commencement of work on the Products, issuance of an order acknowledgement, shipping of the Products, or issuance of an invoice, whichever occurs first, will be deemed an effective mode of acceptance of Buyer’s offer to purchase in accordance with this Purchase Agreement. Acceptance of this Purchase Agreement is limited to the acceptance of the express terms and conditions contained in this Purchase Agreement. Any written or oral terms and conditions or other provisions different from or in addition to the terms and conditions of this Purchase Agreement, whether contained in any quotation, proposal, order acknowledgement, terms and conditions of sale, or otherwise (including if this Purchase Order is deemed an acceptance of an offer of Supplier) are objected to and rejected, will be deemed a material alteration of the terms and conditions of this Purchase Agreement and will not be binding, unless contained in a writing that is signed by duly authorized representatives of Buyer and Supplier and expressly refers to this Purchase Agreement. In this event, those specific terms and conditions will prevail to the extent of inconsistency. (c) Any conflict that may exist between the terms and conditions of this Agreement and the terms and conditions of any master supplier agreement between the parties (pertaining to the sale of products purchased hereunder) shall be resolved in accordance with such terms and conditions in the master supplier agreement.
2. **Pricing; Payment.** All prices for Products must be in US Dollars, are not subject to increase, and must be complete (no additional charges may be added to the stated price, including charges for packaging, shipping, labeling, customs duties, taxes, insurance, storage or any other charges). Payment terms are set forth on the purchase order. Supplier’s invoices must include Supplier’s supplier number, Federal Employer Identification Number (FEIN), date and number of Buyer’s order, the date, place, and quantity of each delivery, and other information reasonably requested by Buyer. If Supplier ships Products in installments and these installments are specified by Buyer, payment will be due following receipt of the final installment. Buyer’s payment for a Product does not constitute acceptance of the Product.
3. **Time; Delivery.** Time is of the essence of this Purchase Agreement. Supplier must promptly notify Buyer of any actual or anticipated delay of delivery and take all reasonable steps to avoid or end the delay without additional cost to Buyer. Unless otherwise specified on the purchase order: (i) shipping terms are Delivered Duty Paid (DDP; Incoterms 2010) Buyer’s named point of destination, with title and risk of loss passing to Buyer at such point of destination; (ii) deliveries must be made at the times and of the quantities specified by Buyer in the purchase order; and (iii) Supplier may not make shipments in advance of the times specified by Buyer. Buyer may require that Supplier use expedited shipping if necessary to meet the delivery schedule specified in the purchase order, which shall be at Supplier’s expense. Supplier must reference Buyer’s purchase order number on all packing slips. Failure to do so may result in payment delays.
4. **Product Specifications.** All Products must conform to all written specifications that Buyer provides to Supplier or approves in writing. In the event Buyer does not provide written specifications or does not approve specifications in writing, the Products must conform to Supplier’s published specifications (including with respect to dimensions, capacities, and standards stated or illustrated in catalogues), and with all Product samples approved by Buyer.
5. **Manuals; Instructions.** Not later than at the time of delivery of the Products, Supplier will at its expense supply all manuals, instructions, drawings, and other information relating to the Products that are necessary to enable Buyer or a third party to install, use, repair, and maintain the Products.
6. **Changes.** Buyer may make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation. If any change causes a material increase or decrease in the cost or the time required for performance, Buyer will make an equitable adjustment. Supplier agrees to accept any changes subject to this Section. The right to an adjustment will be deemed waived unless asserted by Supplier within 14 days after the change is requested. Supplier may not make any changes in drawings, designs, specifications, materials, packaging, time and place of delivery or method of transportation (or any other aspect of this Purchase Agreement) unless the change is specifically agreed by Buyer in writing.
7. **Inspection; Rejection; Quality Assurance.** (a) All Products covered by this Purchase Agreement will be received subject to Buyer’s right of inspection, counting, testing and rejection on or after the delivery date. Such rights will be extended to Buyer’s customers. Supplier will maintain an inspection and testing system with respect to the Products. In the event Buyer does not specify standards to be used for the inspection and testing, or if Buyer and Supplier do not agree on the standards to be used, Supplier will nevertheless inspect and test the Products in accordance with the industry standard of companies maintaining testing and inspection systems with respect to equivalent products. Supplier will keep all records of testing and inspection for at least two years after delivery of the Products, or longer if required by law. At Buyer’s request, Supplier will provide copies of the inspection and testing documentation.

(b) If applicable, upon reasonable notice from Buyer, Supplier will, either at Supplier’s or Buyer’s facility, cooperate with Buyer in connection with acceptance testing of any prototype, pre-series (or pilot batch) Products, and on samples of regular production Products. This acceptance testing will be performed in accordance with standards agreed upon by the parties. In the event the parties are unable to agree, acceptance testing will be performed in accordance with the industry standards with respect to equivalent products.

(c) Supplier will give Buyer reasonable access to the facilities where Supplier performs work pursuant to this Purchase Agreement. Access will be for the purpose of inspecting and testing Products or reviewing Supplier’s performance of inspection and testing or otherwise assessing Supplier’s conformance with Buyer’s specifications, work quality, and with Supplier’s obligations under this Purchase Agreement. Neither Supplier’s nor Buyer’s inspection and/or testing of Products constitutes acceptance of the Products. Buyer’s failure to inspect does not constitute a waiver of any of its rights or remedies nor shall it relieve Supplier of any of its obligations. (d) If any Product is found to be defective, or otherwise not in conformity with the requirements or any applicable specifications of this Purchase Agreement, at Supplier’s expense, Buyer may at its option and sole discretion, and in addition to any other rights and remedies Buyer may have: (a) reject and return the Products; (b) require Supplier to inspect the Products and remove and replace non-conforming Products with Products that conform to this Purchase Agreement; (c) upon notice to Supplier, take any action necessary to cure all defects or bring the Products into conformity with the requirements of this Purchase Agreement; or (d) with respect to a Product comprised of a service, reject non-conforming service and require Supplier to re-perform any defective portion of the services.
8. **Quality Control.** Supplier will have and maintain a quality control system, which shall be in accordance with the then current state of the art and will meet the highest quality control standards in the applicable industry. Supplier shall permit Buyer to review its procedures, practices, processes and other documents related to its quality control system.
9. **Origin of Products.** In connection with each delivery, Supplier will indicate the country of origin of the Products. At Buyer’s request, Supplier will provide Buyer with all necessary proof pertaining to country of origin (such as country of origin certificates).
10. **Termination for Default.** By written notice to Supplier specifying the effective date (which may be immediate), Buyer may terminate this Purchase Agreement in whole or in part, or the purchase of any quantity of Products, without further compensation to Supplier (other than payments due for delivered conforming Products) in the event: (a) Supplier fails to complete or deliver any Product when required; (b) Supplier is otherwise in breach of any material term of Purchase Agreement; (c) Buyer determines any of Supplier’s representations, warranties, or covenants in this Purchase Agreement to be untrue; (d) Supplier ceases to conduct its operations in the normal course of business; or (e) proceeding under any insolvency or bankruptcy laws is brought by or against Supplier, a receiver for Supplier is appointed

or applied for, or an assignment is made by Supplier for the benefit of creditors. Upon receipt of a notice of termination, Supplier will immediately: (i) cease work as directed in the notice; (ii) place no further subcontracts or orders for materials or services, except to the extent necessary to complete the continued portion of the order; and (iii) cancel all subcontracts to the extent they relate to terminated work. Upon termination, Supplier will provide Buyer with all completed work and work in progress. In the event of termination for default, Buyer will have all rights and remedies available to it at law and in equity, including those under the Uniform Commercial Code.

- 11. Suspension; Termination for Convenience.** Buyer may suspend or terminate this Purchase Agreement in whole or in part, or its purchase of any quantity of Products ordered for its convenience by written notice to Supplier specifying the effective date. In such event, Buyer and Supplier will negotiate reasonable suspension or termination costs (as applicable) consistent with the cost of materials and labor incurred (and not otherwise mitigated) on ordered Products prior to the date of Buyer's termination notice, provided Supplier takes all action reasonably necessary to mitigate those costs. Supplier will notify Buyer of Supplier's actual cost of material and labor incurred within 14 days after suspension or termination. Subject to the foregoing, Buyer's liability due to suspension or termination for convenience is limited to reasonable and actual out of pocket costs.
- 12. Tools; Dies.** Any tools, jigs, dies, molds, models or similar material supplied or specifically paid for by Buyer will be and remain Buyer's property, may be used only in connection with fulfilling Buyer's orders, and will be held by Supplier for Buyer unless directed otherwise. Supplier will account for the items and keep them in good working condition, insured against theft and loss, and free of any encumbrances without expense to Buyer. Buyer will have the right to inspect any such Buyer's property at Supplier's facility on such date(s) and time(s) that are acceptable to both parties. In addition, upon Buyer's reasonable prior notice, Supplier will return the property to Buyer, packaged and in good condition.
- 13. Intellectual Property.** (a) Supplier expressly acknowledges that Buyer's patents, trademarks, copyrights, and any other forms of intellectual property that Buyer provides or makes available to Supplier are Buyer's exclusive property and Supplier expressly disclaims all rights in same.
- (b) All specifications, information, data, drawings, software and other items which are (i) supplied to Supplier by Buyer or (ii) obtained or developed by Seller in the performance of this Purchase Agreement or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this Purchase Agreement, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer or obtained by Supplier in performance of this Purchase Agreement or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of the order.
- (c) Any invention or intellectual property first made or conceived by Supplier in the performance of this Purchase Agreement or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer; and Supplier shall execute such documents necessary to perfect Buyer's title thereto. Any work performed pursuant to this Purchase Agreement which includes any copyright interest shall be considered a "work made for hire". To the extent any of such works do not qualify as a "work made for hire", Supplier hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium. Supplier shall provide any assistance required to perfect Purchaser's rights under this [Section 13](#).
- (d) Supplier will indemnify and hold Buyer and its affiliates and parents and their directors, officers, and employees harmless from and against any suits, liabilities, losses, damages, claims, causes of actions, and expenses (including reasonable attorneys' fees) arising out of or related to any third party's claim that manufacture, use, or sale of any Product constitutes infringement of any patent, copyright, trademark or other form of intellectual property (except to the extent the infringement is caused by Buyer's design). In the event that a Product or part of a Product is held to constitute infringement, or the sale or use of the Product or part are enjoined, regardless of whether the determination constitutes a final judgment, Supplier will, at its expense, either procure for Buyer the right to sell and use the Product or part, or replace the infringing item with a substantially equal but non-infringing Product or part. Supplier's indemnification obligation does not apply to the extent that any infringement is determined to be the result of Supplier's compliance with designs furnished by Buyer.
- 14. Confidential Information.** Supplier shall keep confidential all information disclosed to Supplier by Buyer (or any of Buyer's affiliates) in connection with this Purchase Agreement ("Confidential Information") and will disclose Confidential Information only to those of its employees as necessary for Supplier to perform its obligations under this Purchase Agreement. Supplier agrees that it will not disclose Confidential Information to any other person or entity without the express, prior written consent of Buyer set forth in a writing that is signed by duly authorized representatives of Buyer and Supplier. Supplier will return all copies (in any medium recorded) of Confidential Information to Buyer immediately upon written request. The parties agree that Confidential Information shall be considered commercial secrets qualified for protection under applicable law. Notwithstanding the foregoing, Supplier may disclose Confidential Information that must be disclosed to any government, any agency or department thereof, or any stock exchange to the extent required by law, provided Supplier shall immediately notify Buyer of such requirement prior to such disclosure so that Buyer may seek an appropriate protective agreement or order prior to the disclosure. Confidential Information does not include information that (i) is publicly available at the time of Buyer's disclosure; (ii) became publicly available through no act or failure to act on the part of Supplier; or (iii) is independently developed by Supplier without using any of Buyer's Confidential Information. It is expressly acknowledged and agreed that the foregoing obligations will survive termination of this Purchase Agreement and will remain binding on Supplier, its respective affiliates, successors and assigns forever. It is expressly agreed that Buyer shall be entitled to injunctive relief for any violation of this [Section 14](#).
- 15. Buyer's Drawings, Specifications, etc.** Any and all drawings/specifications/designs of Buyer which are supplied to Supplier by Buyer shall be deemed proprietary to Buyer, and shall at no time be used by Supplier other than for purposes of Supplier providing Products to Buyer pursuant to this Purchase Agreement, and shall at no time be copied by Supplier or disclosed by Supplier to any third party except to the extent authorized (if at all) in writing signed by an authorized manager of Buyer. All such drawings, specifications and designs supplied by Buyer shall be promptly provided to Buyer on request or upon completion of the order. It is expressly agreed that Buyer shall be entitled to injunctive relief for any violation of this [Section 15](#).
- 16. No Publicity.** Supplier will not make (whether verbally, in writing or otherwise) any announcement or statement, or release any information concerning any order of Buyer or indicating that Supplier and Buyer have any business relationship.
- 17. Warranty.** (a) Supplier warrants that all Products furnished under this Purchase Agreement will be: (i) new, of merchantable quality, and free from defects in workmanship, materials and design; (ii) in full conformity with the written specifications that Buyer provides to Supplier or that Buyer approves in writing, or (to the extent Buyer does not provide written specifications to Supplier, or does not approve specifications in writing) the specifications for the Product will fully conform with Supplier's published specifications (including with respect to dimensions, capacities, and standards stated or illustrated in catalogues) and with all Product samples approved by Buyer; (iii) free of any encumbrance of any third party and conveyed to B with clear title; and (iv) Supplier warrants that any and all services will be performed in accordance with no less than the highest standards of care and diligence practiced by persons in the industry performing similar services. The above-stated warranties, except for warranties of title and against third party encumbrances, will be in effect for 12 months from the date that Buyer delivers the Product (whether or not integrated into another product sold by Buyer) to Buyer's customer if Buyer delivers such Product to Buyer's customer within 6 months after Buyer receives the Product from Supplier. If Buyer delivers the Product to Buyer's customer after 6 months of Buyer receiving the Product from Supplier, Supplier's above-stated warranties will be in effect for 18 months from the date that Supplier delivers the Product to Buyer. Notwithstanding the foregoing, if Supplier's warranty which Supplier normally gives its customers is longer than the warranty period set forth above, then the above-stated warranties shall be in effect for the duration of Supplier's normal warranty.
- (b) If any Product fails to conform to any of the above warranties, at Buyer's option and at Supplier's expense (including but not limited to all transportation costs and all other costs), Supplier will: (i) replace or repair the nonconforming Product; (ii) with respect to a Product that Buyer physically integrates into any of Buyer's products, Supplier will, at Buyer's option, allow Buyer to repair the Product at Buyer's or the customer's facility, in which case Supplier will reimburse Buyer for the costs incurred by Buyer in connection with such repair; with respect to services, re-perform all services necessary to correct any nonconformity; or (iii) refund the purchase price of the nonconforming Product and any related costs incurred by Buyer. If Supplier does not replace, repair or re-perform, within a reasonable time after notice, Buyer or a third party authorized by Buyer may after reasonable notice to Supplier make such replacement, repair, or re-performance, and charge

Supplier for the cost incurred by Buyer in doing so. These warranties will survive acceptance and payment and will run to Buyer, its customers, and their successors and assigns, and are not deemed to be exclusive, but are in addition to any warranties, express or implied which are otherwise provided by law. BUYER IS ENTITLED TO ALL REMEDIES UNDER LAW FOR BREACH OF THE ABOVE WARRANTIES.

- 18. Compliance with Laws.** (a) In performing under this Agreement, each party shall comply with all applicable federal, state, municipal, or local laws, rules, regulations, and orders, including but not limited to applicable regulations pertaining to employment, Equal Employment Opportunity, safety, health, and environmental compliance. (b) If applicable to this Purchase Agreement, Buyer and Supplier shall abide by the requirements of 41 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. (c) Supplier acknowledges that Buyer adheres to the Atlas Copco Business Code of Practice (the "Code of Practice"), covering areas such as business ethics, labor, safety and the environment. Copies of the Code of Practice may be viewed on <https://www.atlascopcogroup.com/en/sustainability/our-sustainability-approach/our-business-code-of-practice>. By supplying goods and/or services to Buyer, Supplier agrees that it shall adhere to the Code of Practice to the extent it is applicable to Supplier's performance under this Purchase Agreement. (d) Supplier shall (i) comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act as amended from time to time; (ii) have and shall maintain throughout this Purchase Agreement adequate policies and procedures to ensure compliance with the anti-bribery laws by any of the Supplier's employees, officers, representatives and subcontractors and any person who acts for or on its behalf; (iii) warrant that no intermediary of any kind was used in the negotiation and conclusion of the Purchase Agreement. Breach of this clause shall be deemed a material breach of the Purchase Agreement. Buyer shall be entitled to terminate the Purchase Agreement or any part of it with immediate effect should it have reasonable grounds to suspect that this clause has been breached by the Supplier.
- 19. Indemnification.** Supplier will defend, indemnify and hold Buyer and Buyer's affiliates and their respective shareholders, directors, officers, and employees harmless from and against any suits, liabilities, losses, damages, claims, causes of actions, and expenses of any kind (including reasonable attorneys' fees) to the extent arising out of (a) any personal injury, illness, death, or property damage caused by or arising out of any defect in workmanship, material or design (except to the extent the design is developed by Buyer and is furnished by Buyer to Supplier) of any Product; (b) any breach by Supplier of any of Supplier's warranties set forth in this Purchase Agreement; and/or (c) any intentional or negligent act or omission by Supplier, its employees, subcontractors, or agents in connection with or arising out of the performance of this Purchase Agreement.
- 20. Hazardous Materials; MSDS Sheets.** To the extent that any Products delivered by Supplier contain hazardous materials, Supplier will provide all relevant information (including with respect to Material Safety Data Sheets and labeling information) pursuant to applicable law and regulations.
- 21. Insurance.** In the event that Supplier's employees or agents enter any premises of Buyer, or any premises of Buyer's customers, in connection with this Purchase Agreement, Supplier will maintain at a minimum comprehensive general liability insurance for bodily injury and property damage coverage with limits of at least one million dollars per occurrence, and all Workers' Compensation insurance as required by law. Supplier shall ensure that the Comprehensive General Liability policy adds Buyer and Buyer's customer as additional insureds and contains a waiver of subrogation against Buyer and Buyer's affiliates. Upon Buyer's reasonable request, Supplier shall provide copies of certificates evidencing the foregoing insurance coverage.
- 22. Set-Off.** Buyer shall have the right, at all times, to set off any amounts owing from Supplier to Buyer against any amount payable at any time by Buyer to Supplier.
- 23. No Assignment/ Sub-contracting.** Neither this Purchase Agreement, nor any right or obligation of Supplier, may be assigned or delegated by Supplier by contract, merger, operation of law, or otherwise, to any third party without written consent of Buyer, which consent will not be unreasonably withheld. Supplier may not sub-contract any work to be performed in connection with this Purchase Agreement without the prior written consent of Buyer, which shall not be unreasonably withheld.
- 24. Business Code of Practice.** Buyer agrees to the Business Code of Practice available at <https://www.beaconmedaes.com/en/customer-service/credit-application>
- 25. Miscellaneous.** (a) Independent Contractors: Nothing in connection with this Purchase Agreement is intended to create any joint venture, partnership, agency or similar relationship between Buyer and Supplier, other than a buyer and Supplier relationship. Supplier is not, and it is not authorized to represent itself as, an agent or representative of Buyer for any purposes. (b) Waiver: Either party's failure to insist in any one or more instance upon the full performance by other party of any term, covenant, obligation, covenant or condition imposed on it by this Purchase Agreement will not be construed as a waiver of any right available to either party with respect to such nonperformance. (c) Governing Law: This Purchase Agreement is governed exclusively by the laws of South Carolina, without regard to its conflicts of laws principles. The United Nations Convention on the International Sale of Goods does not apply to this Purchase Agreement. Any dispute, claim, or controversy between Buyer and Supplier related to this Purchase Agreement that cannot be resolved through good faith negotiations shall be adjudicated in a court of competent jurisdiction in the State of South Carolina, and each party irrevocably submits to the exclusive jurisdiction of such courts. (d) Invalidity: If any provision of this Purchase Agreement is held void or unenforceable, that provision or portion will be void and the remainder of this Agreement will remain in full force and effect. In the event that either the scope or the restrictive period applicable to any covenant relating to any confidentiality obligations under this Purchase Agreement is deemed to be unreasonable in any court proceeding, the scope and/or restrictive period shall be reduced to equal the maximum scope and/or restrictive period allowable under the circumstances. (e) Captions: All headings and numbering in these terms and conditions are for convenience of reference only. (f) Survival: The provisions of this Purchase Agreement that by their nature are intended to survive expiration or termination of this Purchase Agreement, including but not limited to the provisions pertaining to intellectual property, confidentiality, warranties, indemnification will survive the expiration or termination of this Purchase Agreement. (g) Entire Agreement: This Purchase Agreement contains the entire agreement between Purchaser and Supplier with respect to the subject matter of this Purchase Agreement and supersedes any prior or contemporaneous negotiations, communications, and oral or written statements regarding the subject matter herein. This Purchase Agreement cannot be superseded, amended or modified except by a negotiated agreement signed by authorized representatives of Buyer and Supplier. No modification or additional term or condition shall be applicable to these Terms and Conditions of Purchase by virtue of Supplier's commencement of work or delivery of Products, or Buyer's receipt of Products from Supplier, or Buyer's receipt or acknowledgment of Supplier's documentation containing terms or conditions which are different from or in addition to the provisions, set forth in these Terms and Conditions of Purchase. (h) Binding on Successors: The provisions of this Purchase Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, but this provision shall in no way alter the restriction hereon in connection with assignment and sub-contracting by Supplier.