

COPERION GENERAL TERMS & CONDITIONS OF PURCHASE (Rev. 08/2022)

1. **COMPLETE AGREEMENT:** The Purchase Order together with all its attachments and exhibits, including, without limitation, these terms and conditions of purchase, the specifications hereto and any additional terms and conditions and documents incorporated into and attached hereto, together with all subsequent amendments and additions, if any, (the "Purchase Order"), constitutes the sole and entire agreement between the Buyer and the Seller hereto. Buyer and Seller may be also referred to individually as a "Party" and collectively as the "Parties". The Seller's quotation is incorporated in and made a part of the Purchase Order only to the extent of specifying the nature and description of the goods ordered, and then only to the extent that such items are consistent with the other terms of the Purchase Order. No other terms or conditions shall be binding upon Buyer unless accepted by it in writing.

2. **CHANGES–TERMINATIONS:** Buyer may by written change order make any changes, including additions to or deletions from the quantities originally ordered, time for performance, or in the specifications or drawings. If any such change affects the amount due or the time of performance hereunder, an equitable adjustment shall be made. Seller shall provide reasonable and satisfactory documentation for any claim for extension of time or additional money. Buyer may at any time by written change order terminate the Purchase Order as to all or any portion of the goods then not shipped, subject to an equitable adjustment between the Parties as to any work or materials then in progress; provided that no such adjustment be made in favor of Seller with respect to any goods which are Seller's standard stock. No such termination shall relieve Buyer or Seller of any of their obligations as to any goods delivered hereunder. Any claim for adjustment hereunder must be asserted within thirty (30) days from the date when the change or termination is ordered. Termination charges shall not include any claims by the Seller for loss of anticipated profit.

If the Seller fails to make delivery in accordance with the delivery date or schedule, except as provided in Article 4, or otherwise fails to observe or comply with any of the other instructions, requirements, terms or conditions applicable to the Purchase Order, or in the event of any proceeding by or against Seller in bankruptcy or insolvency or for appointment of a receiver or trustee, or an assignment for the benefit of creditors, Buyer may, in addition to any other right or remedy provided by the Purchase Order or by law, cancel all or any part of the Purchase Order by written notice to Seller without liability by Buyer to Seller on account thereof. Buyer may purchase similar goods or service elsewhere on such terms and in such manner as provided for a 2-712 of the Uniform Commercial Code.

3. **PRICE AND PAYMENT:** Unless explicitly stated otherwise on the face of the Purchase Order, the price as stated is complete and final for the goods to be supplied hereunder and not subject to any adjustments. The Seller agrees that the price as stated in the Purchase Order fully covers price escalation, if any, due to change of costs arising out of the market conditions, such as but not limited to, goods and/or services costs increase, labor costs increase and currency fluctuation. The price shall not be subject to any escalation or increase as a result of any increase in Seller's costs for the entire duration of the Purchase Order. Any changes in the price, requires the prior written approval of the Buyer. Any additional work done, or goods rendered without such, will be considered as part of the original Purchase Order and price and Buyer will have no liability for payment of same. Unless stated otherwise on the face of the Purchase Order, payment is due sixty (60) days after receipt of acceptable invoices (in duplicate) and receipt of all goods. Payment of invoice shall not constitute acceptance of goods and shall be subject for errors, shortages, defects in goods or of failure of Seller to meet the terms of this order.

4. **DELIVERY:** Time is of the essence for the Purchase Order and delivery must occur on the date(s) specified on the Purchase Order. Seller shall not be liable for delays in delivery or failure to manufacture due to causes not reasonably foreseeable which are beyond its control such as labor strikes, acts of God, acts of civil or military authority, fires, floods, war, riots, or Government priorities. In the event of any such delay, the date of delivery shall be extended for a period of time not to exceed the time lost by such delay. Title and risk of loss will remain with Seller until delivery of the goods to the F.O.B. point (acc. to INCOTERMS 2020) identified on the face of the Purchase Order.

5. **NON WAIVER:** Failure of Buyer to insist upon strict performance of any of the provisions of the Purchase Order (including but not limited to these terms and conditions), or to exercise any right or privilege contained in the Purchase Order, or by law, or the waiver of any breach of the terms and conditions of the Purchase Order shall not be construed as thereafter waiving such terms and conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver has occurred. All rights and remedies under the terms and conditions hereof shall be cumulative and in addition to any further rights and remedies provided in law.

6. **INSPECTION:** Buyer, its representative, or Buyer's customer shall have the right to review all related Quality Control or Quality Assurance documents and production reports and inspect and test the goods at any time upon prior notice during manufacture and prior to shipment, and to final inspection within a reasonable time after delivery. The goods shall not be deemed acceptable until after said final inspection. The making or failure to make any

inspection, or payment for, or acceptance of the goods shall in no way impair Buyer's right to reject nonconforming goods, or revoke its acceptance, or to avail itself of any remedies to which Buyer may be entitled notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery. No variation in the quantities specified herein will be accepted as constituting compliance with this Purchase Order, unless made by prior written agreement signed by an officer of Buyer. Buyer reserves the right to return excess shipments at Seller's expense.

7. **EXPEDITING:** The goods furnished under the Purchase Order shall be subject to expediting by Buyer or its representatives. Buyer's personnel or its representatives shall be allowed reasonable access to Seller's plants, and those of his sub-suppliers, for expediting purposes. As required by Buyer, Seller shall supply schedules, progress reports, and unpriced copies of sub-orders for Buyer's use in expediting.

8. **WARRANTIES-GUARANTEES:** Seller warrants that the goods shall be free from defects in design (unless the design is supplied by Buyer), material, workmanship and title, and shall conform in all respects to the terms of the Purchase Order, and shall be of the best quality, if no quality is specified. The warranty of title shall extend without limitation as to time. If it appears within one (1) year from the date of placing the goods into service for the purpose for which it was purchased, or within eighteen (18) months after delivery (whichever comes first), that the goods or any part thereof, do not conform to these warranties, and Buyer or his customer so notifies Seller within a reasonable time after discovery of such nonconformity, Seller shall thereupon promptly correct such nonconformity at its sole expense. Seller shall at Buyer's direction correct the nonconformity at the location of the goods. Such cost to remedy at the location of the goods requires Buyer's prior approval and must be reasonably and satisfactorily documented. The conditions of any subsequent tests shall be mutually agreed and Seller shall be notified of and may be represented at all tests that may be made. Seller's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties or guarantees.

9. **REJECTIONS:** If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Purchase Order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return the nonconforming goods at the Seller's expense. No articles or materials are to be replaced without written authority from Buyer.

10. **INFRINGEMENT:** Seller shall, at its own expense, indemnify, hold harmless and defend Buyer against any claim, suit or proceeding brought against Buyer which is based upon a claim, whether rightful or otherwise, that the goods, or any part thereof, furnished under this Purchase Order, constitutes an infringement of any patent of the United States, and Seller shall pay all damages and costs awarded against Buyer and all other losses, damages, and liabilities of any nature or character the Buyer may incur and which arise out of or are connected with such claim, suit or proceeding. In case said good, or any part thereof, is in such suit held to constitute infringement and the use of said good or part is enjoined, the Seller shall, at its own expense and at Buyer's sole option either procure for the Buyer or its customer the right to continue using said good or part, or replace same with substantially equal but non-infringing equipment, modify it so it becomes non-infringing, or remove said equipment and refund the Purchase Order price and the transportation and installation costs thereof.

11. **COMPLIANCE:** Compliance with foreign trade, customs, and other regulatory requirements

- a. The Seller is obliged to comply with the economic sanctions, export control regulations and anti-boycott regulations applicable to it ("Applicable Foreign Trade Law").
- b. In the event of a cross-border delivery, the Seller shall be obliged in due time to make all notifications required for the export and, to the extent necessary, obtain the authorizations required under the applicable foreign trade law.
- c. The Seller warrants that, at the time of conclusion of the Purchase Order, neither Seller nor any natural or legal person exercising legal or actual control over Seller are subject to economic sanctions of the EU or the Federal Republic of Germany. The same shall apply to economic sanctions under US law, insofar as these are compatible with the anti-boycott provisions applicable in the EU and the Federal Republic of Germany.
- d. The Seller is obliged to obtain and provide Buyer with all information and documents required for importation immediately upon conclusion of the Purchase Order. This also applies to information and documents required for subsequent exports or re-exports. The obligation applies in particular, but is not limited to: customs and tax tariff codes, certificates of origin, shipping and transport documents, supplier declarations of preferential origin, dual-use classification, Export Control Classification Number according to the U.S. Commerce Control List (ECCN). If relevant changes occur after information has been communicated or documents have been sent, the Seller must communicate these immediately.
- e. The Seller shall be obliged to comply with all regulatory requirements applicable to it in connection with the delivery and to indemnify, defend and hold Buyer harmless against claims by third parties arising from a breach of such regulations, unless it proves that it is not responsible for the breach. In addition, Seller shall be obliged,

upon Buyer's request, to obtain and provide information and documents that are necessary to enable Buyer to comply with all regulatory requirements arising from the delivery. Regulatory requirements in this sense result, for example, but not exclusively, from the following regulations: Product Liability Law, Environmental Protection Law, US Toxic Substances Control Act, Act on Corporate Due Diligence Obligations in Supply Chains, conflict minerals regulations promulgated under US securities laws, Dangerous Goods Regulations, EU Chemicals Regulation (REACH), Regulation 2002/95/EC on the restriction of the use of certain hazardous substances in electrical and electronic equipment, Data Protection Law, Regulations on the protection of business secrets, and all other applicable laws relating to any such similar topics.

- f. The Seller shall ensure that it acts in accordance with the following code of conduct in connection with this contractual relationship:
 - (aa) Declaration on Human Rights Due Diligence in Supply Chains
 - (bb) Code of Ethical Business Conduct
 - (cc) Global Anti-Corruption Policy
 - (dd) Conflict Minerals Policy
 - (ee) Supply Chain Transparency Policy
 - (ff) Human Rights Policy
- g. All the documents in (f) and other important policies can be obtained in German, English and other languages from the Buyer's homepage (<https://www.coperion.com/en/about-us/our-business/code-of-business-conduct>) or from the following link: <https://ir.hillenbrand.com/corporate-governance/ethics-compliance>.
- h. In the event of breaches by the Seller of the obligations set out in this Clause, Buyer shall be entitled to suspend performance of the Purchase Order or, at its discretion, decide to rescind or terminate the Purchase Order if the breach cannot be remedied within a reasonable period of time or if the breach is material.
- i. Buyer shall be entitled to rescind the Purchase Order if the execution of the Purchase Order violates regulatory requirements, if there is or reason to believe that it could violate regulatory requirements, or if the import or placing on the market of the delivered goods is not possible due to such violation, or if there is reason to believe that the goods cannot be imported or placed on the market. Buyer shall be entitled to refuse performance of contractual obligations under the Purchase Order if performance would violate economic sanctions pursuant to Article 11 subsection c.
- j. In the event of breaches by the Seller of the obligations set out in this Article 11, the Seller shall be obliged to pay damages unless it proves that it is not responsible for the breach. The damages shall also include reasonable compensation for damage to Buyer's reputation.

12. **NON ASSIGNMENT:** Any assignment by the Seller of the Purchase Order or of any rights hereunder, or hypothecation thereof in any manner in whole or in part, by operation of law or otherwise, without the prior written consent of Buyer shall be void. Seller shall not subcontract any of the work to be provided hereunder without the prior written consent of the Buyer.

13. **TAXES:** Unless otherwise set forth on the face of the Purchase Order, the Seller shall be responsible for and shall pay all sales, use, or similar taxes which may be due on the sale of the goods hereunder.

14. **DRAWINGS:** All drawings and other technical information supplied under the Purchase Order by the Buyer remain the property of the Buyer and will be returned at Buyer's direction upon completion of the Purchase Order and shall not be used by the Seller for any other purpose other than meeting the requirements of the Purchase Order. Except for rights expressly granted under the Purchase Order, nothing in the Purchase Order will function to transfer any of either Party's Intellectual Property rights to the other Party, and each Party will retain exclusive interest in and ownership of its Intellectual Property developed before the Purchase Order or developed outside the scope of the Purchase Order.

15. **APPLICABLE LAW – DEFINITIONS:** This Purchase Order shall be governed by and construed in accordance with the Laws of the State of New Jersey, without giving effect to any choice of law or rules that might require the application of the laws of other jurisdictions. The application of international commercial law agreements, particularly the UN Convention on Contracts for the International Sale of Goods (CISG), is hereby expressly excluded. Buyer shall mean Coperion Corporation, a Delaware Corporation, having its principal place of business at 590 Woodbury Glassboro Road, Sewell, New Jersey 08080. The definition of terms used and interpretation of the Purchase Order as well as the rights and obligations of all Parties hereto shall be construed under and governed by the laws of the State of New Jersey. Seller means the person, firm or corporation to which the Purchase Order is addressed. The goods mean those articles, materials, equipment, supplies, drawings, data and other property and all services, including design, delivery, installation, inspection, testing and expediting, specified or required to furnish the goods ordered by the Purchase Order.

16. **ALTERNATIVE DISPUTE RESOLUTION:** In the event a dispute arises, the Parties will use their best efforts to amicably reach a resolution within sixty (60) days from the date on which a Party first made a written request to the other to resolve the dispute, or within such further period as the Parties may agree in writing. If such dispute has not been resolved, it shall, at the request of any of the Parties, be referred to and finally resolved by Arbitration administered under the Rules of the American Arbitration Association by three (3) arbitrators appointed in accordance with the said Rules. The sole and exclusive seat of arbitration shall be Gloucester County, in the State of New Jersey and the arbitration proceedings shall be conducted in the English language. The Parties mutually exclude recourse to ordinary courts.

17. **SEVERABILITY:** In the event the legal validity of any provision herein is challenged, every attempt will be made to construe such provision in a manner that will render it legally enforceable. If this does not result in the provision being upheld, no other provision herein will be affected and the remainder of these terms and conditions will remain in effect.

18. **INDEMNITY:** Seller hereby agrees to indemnify, defend and hold harmless Buyer, its employees, officers and agents from any and all claims, losses, damages or liabilities, including judgments, costs, expenses and attorneys fees, arising by reason of any causes of action, claims, complaints or suits brought against Buyer, and its employees, customers, officers and agents or any of them, arising directly or indirectly from the use or resale of any of the goods purchased hereunder.

19. **NONDISCLOSURE:** Seller shall not, without first obtaining written consent from Buyer, in any manner advertise or publish the fact that Seller has furnished or has contracted to furnish Buyer with the goods herein ordered. Seller shall not disclose any of the details connected with the Purchase Order to any third party except as herein specified. Goods made to Buyer's design shall not be supplied to anyone else without the express prior written permission of Buyer.

20. **BINDING EFFECT:** The terms and conditions of the Purchase Order shall inure to the benefit of, and be binding upon Buyer, Seller and their respective successors and assigns.

21. **INSURANCE:** Seller shall maintain, at its cost and expense, the following insurance as described below with insurers maintaining a rating of at least an A-, VII or better by A.M. Best during the duration of the Purchase Order and must be maintained for a period of not less than 12 months from the date of acceptance. Evidence of insurance shall be provided to Buyer upon request, on Certificate(s) of Insurance before any work is started or products supplied under the Purchase Order.

1. **Commercial General Liability - Insurance** shall include coverage for premises, products/completed operations liability, contractual liability, personal injury liability advertising injury, bodily injury and property damage coverage with limits of at least \$5 million per occurrence / \$5 million annual aggregate. Certificates of Insurance shall stipulate: "Buyer, its Parent, Subsidiaries, and Affiliates, has been made an additional insured under this policy with respect to all products, operations or services provided or performed under contract or purchase order." Policy must contain a waiver of subrogation in favor of Buyer.
2. **Statutory Workers' Compensation and Employer's Liability - Evidence** coverage in the State in which the work is being performed and must evidence a limit of liability for Employers Liability (Coverage B) of not less than \$1,000,000 per accident or disease. Policy must contain a waiver of subrogation in favor of Buyer.
3. **Business Automobile Liability Insurance** – covering any auto used in performance of this Purchase Order for bodily injury and property damage with limits of at least \$2,000,000 combined single limit each accident for bodily injury and property damage. Certificates of Insurance shall stipulate Buyer, its Parent, Subsidiaries, Affiliates and Buyer's customer has been made an additional insured under this policy. Policy must contain a waiver of subrogation in favor of Buyer.
4. **Professional Errors & Omissions Liability (if applicable)** – covering Seller and its own employees for claims arising from performance or failure to perform any professional services arising under this Purchase Order, including errors, omissions, wrongful acts, negligent acts, i.e. engineering, architectural, etc., shall provide a Certificate of Insurance evidencing Professional Errors & Omissions Liability insurance for a limit of liability of not less than \$3,000,000 per claim and annual aggregate for small exposures and \$5 million per claim and annual aggregate for large jobs such as robotics, major structural design, etc.

5. Cargo insurance, if applicable, in sufficient amounts to cover loss of or damage to product while in the custody, possession or control of Seller while in transit and in accordance with the risk of loss provisions under the Agreement.
6. Additional Requirements – All Insurance policies afforded by Seller and Seller’s subcontractors, if applicable shall be primary and not contributing with any insurance maintained by Buyer, its Parent, Subsidiaries, and Affiliates. If any required insurance policy is a “claims-made” policy, then such claims-made policy must be kept in force for not less than six (6) years immediately following termination or expiration of the contract or purchase order. Alternatively, Seller shall purchase a six year “tail” policy with prior acts coverage including the same or broader coverage for any claim arising from the Term of this Agreement and with a retroactive date on or prior the Effective Date of this contract or purchase order. The limits required under this contract or purchase order can be satisfied through any combination of primary and umbrella/excess insurance.;
7. Cancellation – Seller shall provide Buyer thirty (30) days written notice of cancellation or material change of any of the required insurance policies prior to policy expiration or material change.
8. Subcontractors – If subcontractors are allowed under this Purchase Order In the event Seller shall require its subcontractors to maintain the above insurance requirements, unless otherwise agreed in writing by Buyer.
9. Failure to Comply – The failure to provide certificates of insurance to Buyer, upon request will not release Seller, in any manner from any liability arising under this Purchase Order. Furthermore, in no way shall Seller’s liability be limited to that which is recoverable by insurance. Neither failure of Seller to comply with any or all of the insurance provisions of Purchase Order, nor the failure to secure endorsements on the policies as may be necessary to carry out the terms and provisions of the Purchase Order, shall be construed to limit or relieve Seller from any of its obligations under the Purchase Order, including the insurance provisions.
10. The entire Insurance Section shall survive the expiration or termination of this Agreement.