PURCHASE ORDER TERMS AND CONDITIONS

1. **Applicability**. This purchase order is an offer by the RK-affiliated "**Buyer"** listed on the face of the purchase order of the goods, services, or rentals specified on this purchase order (the "**Goods**") from the party to whom the purchase order is addressed (the "**Seller**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the purchase and sale of the Goods.

2. **Acceptance of Terms.** By commencing performance of any work or delivering any materials specified in this Order, the Seller agrees to and accepts all the terms and conditions stated herein. Any exceptions or modifications to these terms and conditions must be expressly agreed to in writing by Buyer. In the event of any conflict or inconsistency between these Terms and those of any master purchasing agreement between the parties ("MPA"), the terms and conditions of the MPA shall prevail and take precedence. All terms and conditions of any MPA between the parties are hereby incorporated by reference and shall govern this Order.

3. **Delivery Date**. Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

4. **Delivery Location**. All Goods shall be delivered to the address specified in this Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer.

5. **Packaging.** All goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

6. **Shipping**. Delivery shall be made per INCOTERMS® DAP Delivery Location, Incoterms® 2020 INCOTERMS unless the Order specifies that Seller is responsible for unloading goods, assembling goods, or startup, in which case Seller shall bear those obligations. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, and any other documents necessary to release the Goods to Buyer within two (2) business days after Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Order. The packing list shall indicate the Buyer's Order number, the Buyer's part number and the quantities specified on the face of the Order. Seller will not declare a value for goods that result in additional shipping charges.

7. **Title and Risk of Loss**. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location unless the Order specifies that Seller is responsible for unloading goods, assembling goods, or startup, in which risk of loss does not pass to Buyer until assembly, startup, or as applicable.

8. **Blanket Order**. If an Order has multiple shipment dates ("Blanket Purchase Order"), Buyer may cancel the Blanket Purchase Order in whole or in part without liability if 1. Seller breaches any of the terms and conditions of the Order, 2. if Buyer reasonably concludes that Seller will not be able to properly perform under the Order or 3. for convenience at any time as to all or any part of the goods or services ordered and not yet shipped to Buyer by giving Seller the amount of written notice required by Section 18. Unless specified in this Order, all goods shall be considered standard goods, not special order goods. If Buyer terminates the Order in whole or part for convenience. Buyer will not be liable for standard products not yet shipped to Buyer; Buyer's liability is limited to actual costs incurred to date.

9. **Amendment and Modification**. Changes to this Order are not binding upon Buyer unless any such change is approved in advance in writing, specifically states that it amends this Order, and is signed by an authorized representative of Buyer.

10. **Inspection, Acceptance, Rejection of Goods**. The Seller's return of an acknowledgement copy of an order, commencement of work on ordered Goods or shipment of such goods, whichever occurs first, shall be deemed an acceptance of the Buyer's offer to purchase contained in the Order. Any acceptance of the Order is acceptance of, and limited to, the express terms and conditions of the offer contained in it, including these terms and conditions. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 18.

11. **Price.** The price of the Goods is the price stated in the Order (the "Price"). Unless otherwise specified in the Order, the Price includes all Seller charges for domestic packing and crating (or export packing and crating for all international shipments), transportation costs to the Delivery Location, insurance, customs duties, fees, freight insurance and

applicable taxes including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

12. **Payment Terms.** Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller within NET 45 DAYS after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. Seller must submit an invoice for the supplied materials within four (4) months of the delivery date. Failure to submit an invoice within this period will result in the Supplier's forfeiture of the right to receive payment for those materials. The Supplier hereby irrevocably waives any right to payment for any materials for which an invoice is not submitted within the specified timeframe.

13. **Setoff.** Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

14. **Warranties.** Seller warrants to Buyer that for a period of the later of twelve months from the Delivery Date or start-up date of the equipment, or a longer duration if specified by contract documents or required by law, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer. In such even, buyer must provide, at their own expense, the seller free and clear access to Seller's supplied equipment(s).

15. **General Indemnification**. Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the products purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

16. **Intellectual Property Indemnification.** Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

17. **Insurance**. During the term of the Order and through the warranty obligation duration, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to: general liability and product liability $ 1 million per occurrence and $2 million aggregate; auto insurance of not less than $1 million per occurrence; and workman's compensation as required by law. If the Order requires engineering or design services, then Seller shall also be covered by professional liability insurance in the amount of at least $2 million per occurrence, all with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.

18. **Compliance with Law.** Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order.

19. **Termination.** Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on five (5) days' prior notice to Seller. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order upon written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

20. **Waiver.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. **Confidential Information**. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings,

documents, data, business operations, customer lists, commercial terms, pricing, discounts, rebates or volumes, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

22. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ninety (90) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

23. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder.

24. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

25. **LIMITATION OF LIABILITY**. EXCEPT TO THE EXTENT OF ITS INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREUNDER OR LOSSES RESULTING FROM ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. The limitations of liability in this Section shall not apply to claims or losses to the extent caused by (i) breach of a Party's confidentiality obligations, (ii) a Party's violation of Applicable Law, (iii) a Party's gross negligence or intentional misconduct.

26. **No Third-Party Beneficiaries.** This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

27. **Governing Law**. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule whether of the State of Colorado or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the State of Colorado.

28. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Colorado with each case located in the City of Denver and County of Denver and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

29. **Cumulative Remedies.** The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

30. **Notices**. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing.

31. **Severability.** If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

32. **Liens.** Seller agrees that in the event of an alleged wrongful non-payment, Seller must provide Contractor with written notice of its intent to file or record a statement of lien. This notice must be delivered to Buyer at least 10 days prior to the filing or recording of any such lien, even if applicable law does not require notification to Buyer. Seller acknowledges and agrees that failure to provide such notice within the specified time frame will constitute a waiver of Seller's right to file a lien for the alleged wrongful non-payment.