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## Procurement Order

1. Buyer SK On Hungary Kft.  
 2. Supplier Company name : SFA ENGINEERING CO.,LTD. (Representative : 김영민)  
 Business Registration No : 609-81-35227  
 Contract Person : (TEL : EMAIL : )  
 3. Contract Info PO No : 4200124131  
 PO date : 2024-12-11  
 Amand : 0 ( 2024-12-20 )  
 Contract name : [SKOH2][Electrode][1~4Line] Vision Inspector (for  
 Insulation Coating)  
 4. Contract Terms Shipping TERMS : [FOB] Free on board  
 Destination : SKOH2 Plant  
 Payment Terms : T/T in Advance

### 5. Supply Items

Item No.	Item Code / Description	Delivery Date	Chemical Check	Unit	Quantity	Unit Price	Amount
00010	JM00003349 / 기타 BATTERY 전극설비,[1Line] Vision Inspector for Insulation Coating Overlap Width	2025-02-15	N1	SET	1	280,000	280,000
00020	JM00003349 / 기타 BATTERY 전극설비,[2Line] Vision Inspector for Insulation Coating Overlap Width	2025-02-15	N1	SET	1	280,000	280,000
00030	JM00003349 / 기타 BATTERY 전극설비,[3Line] Vision Inspector for Insulation Coating Overlap Width	2025-02-15	N1	SET	1	280,000	280,000
00040	JM00003349 / 기타 BATTERY 전극설비,[4Line] Vision Inspector for Insulation Coating Overlap Width	2025-02-15	N1	SET	1	280,000	280,000
						Currency	USD
						Other Charge	0
						Supply Price	1,120,000
						Total	1,120,000

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## 6. Bond and Liquidated Damages

	Bond Amount	Information	Bond Period
Advanced Payment Bond	336,000	Contract Amount 30%	2024/12/20 ~ 2025/01/31
Performance Bond	112,000	Contract Amount 10%	2024/12/20 ~ 2025/04/13
Warranty Bond	112,000	Contract Amount 10%	Inspection Completion Date From 12Month
Liquidated Damages	Delay Penalty 0.15%		

## 7. Special Provision

Please inform the finance department when issuing an Invoice regarding payment after receiving the PO : finance.skbh@skoneu.com)

**1. Delivery**

- FOB date 2024.02.15.
- L/D : 0.15% per day (After Delivery Date)
- \* Detail shipping schedules are supposed to discussed and arranged with the person who in charge of engineering. (shipping & delivery at site & commissioning)

**2. Shipping**

- Shipping Terms : FOB Busan Port (Incoterms 2020)
- Site address
  - : SK On Hungary 2 (SKOH2) plant
  - HRSZ 99/48, Ivancsa 2454, Hungary
  - \* Supplier shall check the exact address before shipping
- The supplier shall contact the SK On's forwarder immediately after PO issuance to provide the expected packing list, Commercial Invoice and, if necessary, Country of Origin and HS Code Clarification for the shipment reservation.
  - . Contact Point : FSK L&S Seung-hye Choi PM +82-10-9941-8405 cindy@sk.com
  - . Required information in Packing List : Facility Description, Container Type&Qty, Size & Weight, CBM
  - . The responsible forwarder could be changed.

**3. Commercial Terms****1) Payment**

- Payment method : T/T 100%

installment	Amount	Billing date	Evidence
1st	30% of PO Amount	After PO	1. Advance payment Bond 2. Performance Bond 3. Payment Invoice
2nd	60% of PO Amount	After Final Shipment	1. Certificate of Factory Acceptance Test (FAT) 2. Shipping Documents* 3. Payment Invoice
3rd	10% of PO	After SAT pass	1. Certificate of Site Acceptance Test (SAT)

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Amount	2. Warranty bond 3. Payment Invoice
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\* FOB : Bill of lading, Packing list, Commercial invoice, Certificate of origin

## 2) Bonds

Type	Amount	Period
Advance payment Bond	100% of Advance payment	PO date - Final shipment date
Performance Bond	10% of PO Amount	PO Date - Scheduled SAT completion date + 1 Month
Warranty bond	10% of PO Amount	SAT completion date + 1 year * It can be issued in conjunction with the P bond period.

\* All bonds shall be submitted ASAP for payment.

## 3) Warranty

- This warranty shall be effective for eighteen (18) months after the delivery of the Product, or twelve (12) months after using the Product, which comes earlier.
- Refer to the attached 'General Terms & Conditions' and RFQ files.

## 4) Scope of Works

- According to the RFQ and contents discussed during technical review.

## 4. Others

- Bank Information : The seller shall specify the bank information and HS code on the invoice.
- According to the Korea-EU FTA, please remark the origin declaration in the invoice. And supplier needs to be cooperative regarding import clearance for smooth progress.
- All supplier shall get the Certificate of produce-specific approved exporter.

## 5. Contact point

- Technical : KYEUNGSU SHIN (ksmyshin@sk.com)
- Payment : SKOH2 JUNHYEOK CHOI (choi.jh@sk.com)

[End]

## ::: GENERAL TERMS AND CONDITIONS :::

1. DEFINITIONS As used in this General Terms and Conditions ( GTC ): a) "Order" means the Purchase Order, specification, and all attachments, exhibits and documents referenced therein and all terms and conditions thereof, together with any subsequent modifications thereto; b) "Product(s)" means any materials, machinery, equipment, article, item, services or work specified in the Order; c) "Seller" means the person, firm, company or corporation to whom the Order is issued; d) "Buyer" means SK On Hungary Kft. or agent for SK On Hungary Kft.; e) "Owner" means SK On Hungary Kft. for whom the Products are purchased or leased under the Order; and f) "Sub-Seller" means the person, firm, or corporation who supplies Seller with the parts or materials which are used by Seller in connection with the Order.

2. ACCEPTANCE OF ORDERS The Order is conditioned on Seller's acceptance of all terms and conditions thereof and this GTC. Seller shall be deemed to have accepted and be bound by the Order when Seller accepts the terms of the Order and GTC.

3. CHANGE OF PRODUCT Buyer and/or Owner may, from time to time, request addition or changes to the Product specified under the relevant Order, provided that such additions or changes are agreed to in writing between Seller and Buyer and/or

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Owner.

4. **INCONSISTENCY** Any terms and conditions that are not specified in the Order shall be according to this GTC, provided that if there are any inconsistencies between the contents of the Order and this GTC, the Order shall prevail. The Seller and Buyer and/or Owner agree that the terms in the Order and in this GTC shall be the only terms and conditions applicable to the Order.

5. **PRICE AND PAYMENT** Unless otherwise stated, all prices for Products are firm and are not subject to price escalation for any reason whatsoever. Any applicable sales, usage, or similar taxes levied in the country of manufacture and export, charges, fees, Seller's profit, and other expenses are included in the price. Payment shall be made in accordance with the applicable provisions of the Order.

6. **DELAY PENALTY** In case of delayed delivery by Seller, Buyer and/or Owner shall have the right to charge Seller a penalty at the rate specified in the Order per each day of delay after the latest delivery date specified in the Order. The maximum penalty shall not exceed ten percent (10%) of the total purchase order amount under the Order. If a penalty accrues to be over ten percent (10%) of the total purchase order amount, Buyer and/or Owner will have the right to cancel the Order and enter into another contract with third parties. (Any and all costs due to this charge shall be borne by Seller.) However, Seller shall not be charged the delay penalty for shipments delayed due to force majeure events, subject to provisions of below section 15. Any expenses, such as an amendment of a Letter of Credit, incurred due to delayed delivery by the Seller shall be for the account of the Seller.

**7. DELIVERY TERMS**

A. Time is of the essence. Seller shall furnish sufficient labor and management forces, plant and equipment and shall work such hours as may be required to assure timely delivery.

B. All delivery terms used in this Order and all deliveries made are to be in accordance with Incoterms 2010 and subsequent addenda thereto, as issued by the International Chamber of Commerce in Paris.

8. **EARLY DELIVERY** In the event that Product delivery can be made earlier than the delivery date as specified in the relevant Order, Seller shall notify the Buyer and/or Owner in a timely manner of the possible adjustment in delivery date. Buyer and/or Owner shall be entitled to have sole discretion whether to accept or reject the Product upon such early delivery. Notification of a possible early delivery or acceptance of the early delivery will not relieve the Seller's other obligations under this GTC and the Order. If Buyer and/or Owner reject(s) the early delivery of the Product, the Seller shall bear all risks and costs, responsibilities regarding safe storage of the Product until the delivery date specified in the Order.

9. **INSPECTION** All the Products furnished hereunder will be subject to Buyer's final inspection and approval within a reasonable period of time after delivery irrespective of the payment date for the Products.

10. **CONFIDENTIALITY** Seller will (i) keep all Buyer's and/or Owner's Information (as defined below) confidential and disclose it only to its employees who need to know such Buyer's and/or Owner's Information in order for Seller to supply the Product under the relevant Order; and (ii) use the Buyer's and/or Owner's Information solely for the purpose of supplying to Buyer and/or Owner with such Product. Products manufactured based on Buyer's and/or Owner's Information may not be used for Seller's own use or sold or disclosed in any way by Seller to third parties without prior express written consent from an authorized employee of Buyer and/or Owner. Information means all information provided to Seller by Buyer and/or Owner or its representatives or subcontractors in connection with the business, programs, Products covered by the Order, including, without limitation, pricing and other terms of the Order and this GTC, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Buyer's and/or Owner's Information also includes any materials or information that contain, or are based on, any Buyer's and/or Owner's Information, whether prepared by Buyer and/or Owner, Seller or any other person.

11. **PATENT** Seller agrees to indemnify and hold harmless Buyer and/or Owner from all costs, expenses or damages, arising out of any infringement or claim of infringement of patent in the use or sale of Products covered by Order, except the materials furnished pursuant to Buyer's and/or Owner's design.

12. **NO ADVERTISING** Seller will not, in any manner, advertise or publish that Seller has contracted to furnish Buyer and/or Owner the Products under the Order or use any trademarks or trade names of Buyer and/or Owner in connection with Seller's goods, advertising or promotional materials unless Buyer and/or Owner provides consent in writing.

13. **WARRANTY** Seller warrants that the Product(s) to be supplied to Buyer and/or Owner shall strictly conform with the specifications provided by Buyer and/or Owner and shall be suitable, merchantable and fit for the purpose of such Product(s). Such specifications, if any, shall be provided by Buyer and/or Owner in advance. This warranty shall be effective for the period specified in the applicable Order. If the Order has no specification as to such warranty period, this warranty shall be effective for eighteen (18) months after the delivery of the Product, or twelve (12) months after the Buyer and/or Owner starts using the Product, whichever comes earlier. No implied warranties of Seller are excluded or disclaimed. Seller shall give prior notice to

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Buyer of any significant change(s) in materials, manufacturing processes, or test methods for mutual assessment of the probable effect on Buyer's processes or product performance.

14. **BREACH OF WARRANTY** In the event of Seller's breach of warranty, Seller shall, at Buyer's and/or Owner's option (a) refund the total sales price to be paid by Buyer and/or Owner to Seller for the Product(s); (b) provide a discount in price equal to the reduced value of the Product(s) or an equivalent credit against future purchases; or (c) supply Buyer and/or Owner, at Seller's own expense, with substitute Product(s) in quantities sufficient to replace all defective or non-conforming amounts of the Product(s) within [30]days.

15. **FORCE MAJEURE** If a Force Majeure event prevents Seller from meeting the delivery date(s) specified in the Order, Seller shall immediately advise Buyer and/or Owner of it with evidence by fax, confirmed by registered letter, giving full particulars thereof including its date of first occurrence and of the cause or event giving rise to it. Buyer and/or Owner has the right to confirm the Force Majeure event and the period of time affected by the Force Majeure event and approve the extension of the delivery date(s) by period of time affected by the Force Majeure event. For the purpose hereto "Force Majeure" shall mean all causes or events beyond the control of the parties which occur after acceptance of the Order and this GTC by the Seller and which prevent its fulfillment and without limiting the generality of the foregoing such causes or events shall for example include : 1) state of war or hostility; 2) rebellions or civil riots; and 3) earthquakes, floods, fires and other natural disasters. A shortage or lack of labor, material, water, electric power or gas and any failure of Sub-Sellers to perform its obligation will not be considered as a cause or an event of Force Majeure unless it is a consequence of Force Majeure as defined in the preceding sentence.

16. **TERMINATION FOR CONVENIENCE** Buyer and/or Owner shall have the right to terminate any Order, in whole or in part, without the consent or fault of Seller for the convenience of the Buyer and/or Owner at any time upon written notice to the Seller. In such event, and subject to the terms of the Order, Buyer and/or Owner shall be responsible for payment of those goods received and accepted by the Buyer and/or Owner, and, if such termination is due to no fault of the Seller, Seller shall be entitled to be paid by the Buyer and/or Owner, for all reasonable costs and expenses incurred in carrying out the terms of this GTC and relevant Order, provided that the Seller sends the Buyer and/or Owner supporting documentation proving such costs and expenses within thirty (30) days after receiving Buyer's and/or Owner's written notice of termination.

17. **TERMINATION FOR DEFAULT** Buyer and/or Owner shall have the right to terminate any Order, in whole or in part, at any time, if Seller: (a) fails to make any delivery in accordance with the agreed delivery date; (b) fails to observe or comply with any of the other instruction, terms, conditions, or warranties applicable to the Order; (c) fails to make progress so as to endanger full and timely performance of the Order; or (d) is subjected to any proceedings by or against it in bankruptcy or insolvency, for appointment of a receiver or trustee, or for an assignment for the benefit of its creditors. In the event of a termination for such default, Buyer and/or Owner shall be entitled to be compensated by Seller for any and all damages, losses, costs, and expenses incurred by Buyer and/or Owner arising out of or resulting from such default.

18. **Code of Ethics** Buyer and/or Owner and Seller shall comply with laws, regulations, and internal policies regarding ethical conduct. Each party shall conduct its business in compliance with all applicable environmental and workplace health and safety laws and regulations and provide a safe and healthy work environment for employees. Each party shall prohibit its officers and employees from offering, promising, giving or authorizing others to give anything of value, either directly or indirectly, to the officers and employees of the other party in order to gain an unfair business advantage, such as obtaining or retaining business. Violation of the code of ethics stipulated in this Article 18 may subject the violating party to certain disciplinary sanctions such as termination of contract and business relationship and/or regulatory or criminal investigations.

19. **GOVERNING LAW AND ARBITRATION** This GTC and the relevant Order shall be governed by the laws of Hungary, without giving effect to any of its conflict of laws principles. All disputes, controversies, or difference which may arise between the parties, out of or in relation to or in connection with the Order and/or this GTC, or for the breach thereof, shall be finally settled by the Hungarian Commercial Arbitration Board in Budapest, Hungary in accordance with the Hungarian Commercial Arbitration Rules. The arbitration shall be in English, and the award rendered by the arbitrator(s) shall be final and binding upon both parties concerned.

20. **AMENDMENTS** Any and all amendments to this GTC and/or Order shall be null and void unless agreed in writing between the parties, and signed by each of its authorized representatives.

21. **NO IMPLIED WAIVER** The failure of either party at any time to require performance by the other party of any provision of this GTC and relevant Order will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this GTC and relevant Order constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise thereof preclude other or further exercise thereof. No course of dealing or course of performance may be used

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to evidence a waiver or limitation of Seller's obligations under this GTC and relevant Order.

22. ASSIGNMENT AND CHANGE IN CONTROL Neither Buyer and/or Owner nor Seller may assign its rights and obligations under this GTC and relevant Order without the other party's prior written consent.

23. RELATIONSHIP OF PARTIES Seller and Buyer and/or Owner are independent contracting parties. Nothing in this GTC makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

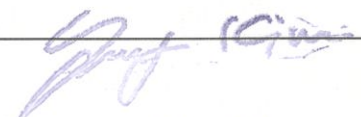
24. SEVERABILITY If any term, clause or provision of this GTC or relevant Order shall be judged to be invalid or unenforceable, the validity and enforceability of any other term, clause, or provision shall not be affected, and the remainder of the GTC or relevant Order shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

25. NOTICES All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be by facsimile and confirmed by mail, postage prepaid and sent to the party identified in the applicable Order. The notice shall be effective on the earlier of the date of transmission of the notice by facsimile, provided that there is evidence of successful electronic transmission of the notice or the date of actual receipt of the notice. Any party may change its address and/or person to receive notice under this GTC by giving written notice of the change(s) to the other party.

26. LANGUAGE All transactions, notices, communications between the parties under this GTC shall be conducted in the English language. If versions of this GTC are made in any language other than English, the English version shall have precedence to any such versions.

27. ENTIRE AGREEMENT This GTC and the relevant Order, together with all documents incorporated therein by reference, constitute the entire agreement between Buyer and/or Owner and Seller, and there are no terms, conditions, or provisions, whether oral or written, between the parties hereto, other than those herein contained. This GTC and relevant Order supersedes any and all oral or written understandings between the parties hereto relating to the Products purchased.

Order Company	SK On Hungary Kft.	Vendor	SFA ENGINEERING CO.,LTD.
Order Approver	SEJIN KIM	Vendor Business No.	609-81-35227
Order Contact Person	SK On Hungary SONGHEE KIM	Vendor Contact Person	
E-Signature		Vendor E-Signature	



**Young-Min Kim**  
President  
SFA Engineering Corp.

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