

HMG Metaplant America HYUNDAI MOTOR GROUP METAPLANT AMERICA
131 Hutchinson Island Rd, Savannah, GA 31421, United States / TEL : + 912-231-9500

PURCHASE ORDER

PO NO : **P231000001**
TO : **SFA ENGINEERING CORPRATION**
ATTN :
CC :

Date Oct.03, 2023

HMGMA is pleased to place this Purchase Order with your esteemed firm ("Supplier") under the following terms and conditions:


A) Scope of Supply

S. No	Item	Qty	Unit	Cur	Unit Price	Total Price	Delivery Date
	Description						
1	Automation facility and system	1.000	SET	USD	30,178,000	30,178,000	Jan. 15st, 2024 (DDP)
	HMGMA Consolidation Center						

B) Price Terms	: D.D.P at HMGMA Site (including unload, Installation)
C) Mode of Shipment	: Vessel and Any
D) Payment Terms	: 20% - After the execution of the Project agreement to be entered into between HMGMA and Supplier against performance bond(10%/Contract date~'2024.10/1) & prepayment warranty bond(20%/Contract date~D.D.P date);
(Within 30days of receipt of relevant documents and invoices)	50% - After Shipment with shipping document 20% - After Trial run (HMGMA); and 10% - After FAC & against Defective warranty bond.
E) Packing	: Seaworthy Packing
F) Warranty Period	: One (1) year after receipt of FAC (S.O.W takes precedence over)
G) Liability	: HMGMA shall be entitled to recover any amount due to Supplier on account of damages, penalty or otherwise whether in respect of supplies made under this Purchase Order. Supplier's aggregate liability to HMGMA for any and all damages, claims, losses or expenses shall not exceed the Total Contract Price.
H) Liquidated Damages	: 0.1% of the Total Contract Price per day over the deadline (up to 10% of the Total Contract Price)
I) Banking Charges	: Outside the United States to be paid by Supplier
J) Supervision	: Installation of the machinery must be performed under the relevant rules and regulations.
K) Shipment Instruction	: Shipment to be made by CARGO Mode, not by Courier Mode
L) Remarks	: Do not charge Georgia Sales and Use Taxes. HMGMA may have Certificate of Exemption Competitive project of regional significance. : General Terms & condition is attached.
M) Insurance	: Insurance Policy should be made for 110% CIF Value covering all risks including. (In case of ocean freight)
N) Contact Info	Person in charge : HOYOUNG(Hugo) LEE Phone No : +1 912 675 8861 E-mail : h.y.lee@hyundai.com

Note: Please enter the following contact information in AWB (or) B/L and send a copy of shipping documents by E-mail.

Gary S. Brown (Garyb@hyundai.com) Global Trade Section, HMGMA
Peter Baek (peterjbaek@hyundai.com) General Purchasing Section, HMGMA

Accepted by **SFA Engineering Corp.**


Authorized Signature
President / C.E.O

Sincerely yours



HOYOUNG(Hugo) LEE
Head of General Purchasing/Global Trade Dept.
HMGMA

SFA Engineering Corp.



Authorized Signature

TERMS AND CONDITIONS



1. **Definitions.** For all purposes herein: "HMGMA" shall mean Hyundai Motor Group Metaplant America, LLC; "Seller" shall mean the supplier supplying the Goods hereunder; "Goods" shall mean all materials, supplies, articles, equipment, structures, work or services covered by this Order and is not necessarily limited to the definition of "goods" as defined by the applicable Uniform Commercial Code; "Order" shall mean the purchase order issued by HMGMA to Seller and these Terms and Conditions; "Project" means the development and operation by HMGMA of a state-of-the-art electric vehicle manufacturing facility; and "Site" means the approximately 2,996 acre parcel of land in Bryan County, Georgia, on which the Project is located.

2. **Acceptance and Inspection.** This Order constitutes HMGMA's offer to Seller and shall become a binding contract subject to the terms and conditions set forth in the Order upon acceptance by Seller. Said acceptance by Seller shall be indicated either by (a) Seller's acknowledgement of this Order, or (b) Seller's delivery of the Goods, either in whole or in part. Seller shall perform all inspections and tests as required by the Order and the attachments thereto. All Goods shall also be subject to inspection and testing by HMGMA or its designee on the premises of HMGMA, Seller, or its supplier's before, during, and after manufacture, at reasonable times and places. Notwithstanding any inspection at Seller's or its supplier's premises, acceptance of the Goods shall be at HMGMA's premises or other location designated by HMGMA. If inspection and tests, whether preliminary or final, are made on Seller's or its supplier's premises, Seller shall furnish, without additional charge, all reasonable facilities and assistance for safe and convenient inspection and tests required by HMGMA. Inspection by HMGMA or failure to inspect by HMGMA shall not relieve Seller of any responsibility or liability with respect to such Goods or work, nor be interpreted in any way to imply acceptance of the Goods by HMGMA. HMGMA reserves the right to reject nonconforming Goods. HMGMA shall have the option either to require Seller to promptly remove and replace rejected Goods at Seller's expense, or to cancel this Order and require Seller to promptly remove rejected Goods at Seller's expense. HMGMA reserves the right to revoke acceptance of Goods if HMGMA accepted same on the reasonable assumption that the nonconformity would be cured by Seller and has not been seasonably cured, or if HMGMA did not discover the defect or nonconformity in the Goods, or if acceptance was induced by Seller's assurances.

3. **Cancellation and Changes.** HMGMA reserves the right to cancel this Order, in whole or in part, and without liability to HMGMA: (a) prior to receipt of Seller's acknowledgement, or (b) if shipment is not made as specified (including, without limitation, the delivery time specified) for any reason whatsoever. HMGMA shall have the right (by written change hereto, including revised drawings, specifications, and other transmittals), to make changes in the specifications or requirements for the Goods ordered. If any change affects the price or delivery date of such Goods Seller shall notify HMGMA in writing; and shall within 30 days of the date such change is delivered to Seller, submit a written claim for adjustment of price and/or delivery date. If Seller fails to do so, Seller waives any claim for such adjustment. Seller shall not suspend performance while HMGMA and Seller are in the process of making such changes and any related adjustments. No substitution will be permitted under this Order except upon written change hereto. Goods delivered in error, or in excess of the quantity called for will be returned at Seller's expense.

4. **Packaging and Shipping.** Seller shall deliver the Goods described herein in good condition properly packaged for shipment in accordance with HMGMA's requirements, if any. Seller must use correct packing and shipping classification descriptions to obtain lowest applicable shipping rates. If routing is specified on Order, Seller must strictly comply prior to shipment. No charge for packing, boxing, crating, trucking, or special services of any kind will be allowed unless specifically authorized in the

Order. No shipment is deemed completed until HMGMA has received the bill of lading or transportation receipt. All shipping documents must reference HMGMA's Order number.

5. **Title and Risk of Loss.** Unless otherwise specified on this Order, title to the Goods furnished under this Order shall pass to HMGMA upon delivery thereof at HMGMA's premises or other location specified by HMGMA in the Order. Risk of loss or damage to the Goods shall not pass to HMGMA until HMGMA has accepted the Goods pursuant to the provisions of Section 2.

6. **Delivery and Delays.** Time of performance, delivery date and quantity are of the essence of this Order. Delivery of the Goods shall be in accordance with the delivery schedule contained in this Order. Seller agrees (a) to expedite delivery of the Goods to the extent necessary to safeguard the delivery dates; (b) that all Goods furnished hereunder by Seller or its suppliers shall be subject to expediting by HMGMA at all reasonable times and places, both before, during and after manufacture; (c) that such expediting or failure to expedite by HMGMA shall not relieve Seller of any of its obligations under this Order; and (d) that all suborders shall include a statement providing for the expediting rights of this Order. If Seller, for any reason, shall fail to make delivery as specified, HMGMA may purchase the Goods from alternative sources and any premiums or additional costs incurred shall be paid by Seller, unless Seller's failure to deliver is caused by force majeure of Section 11. Unless otherwise specified in the Order, Seller shall pay all freight, shipping and handling fees, including expediting fees to ensure on-time delivery is met. Seller agrees to indemnify HMGMA from any and all costs and liabilities resulting from delays in the performance of this Order.

7. **Warranties.** Seller expressly warrants that all Goods furnished shall be free from defects in design, material and workmanship, shall conform to the specifications, drawings, samples or other description upon which this Order is based, shall be merchantable, fit and suitable for the purpose intended, shall be of the best quality of their respective kinds, and shall be of sufficient size and capacity and materials to fulfill in all respects the operating conditions specified. Seller shall promptly repair or replace any nonconforming Goods, in place without cost to HMGMA, if the nonconformity is observed within one (1) year from the date such Goods are placed in use or 24 months from the date of shipment thereof, whichever first occurs. If Seller does not take action to correct the nonconformity within a reasonable time, but in no event later than one (1) week after notice by HMGMA of the nonconformity, HMGMA may affect repairs, and Seller shall reimburse HMGMA for all expenses incurred. Such actions on the part of HMGMA shall not relieve Seller of any responsibility or liability hereunder with respect to such Goods. If the nonconformity cannot be corrected, the nonconforming Goods shall be removed at Seller's expense and Seller shall, without cost to HMGMA, and solely at HMGMA's option either (a) furnish other Goods satisfactory to HMGMA on the same terms as set forth in the Order, or (b) shall promptly refund the purchase price in full or that portion thereof that has been paid by HMGMA along with HMGMA's costs incurred for transporting the nonconforming Goods to and from the delivery point. All manufacturers' warranties shall be assigned to HMGMA. Seller warrants that it has good title to all Goods, that it has the right to sell the Goods, and that the Goods are free from any security interest, lien, restriction or other encumbrance. Seller's warranties (including service warranties, if any), shall inure to the benefit of and be actionable by HMGMA. Goods replaced pursuant to this Section shall be subject to the warranties herein for a period of 24 months from the date of shipment thereof. Seller represents and warrants to HMGMA that the Goods, and any Work shall be free of silicone and silicon-containing materials or lubricants. Notwithstanding anything to the contrary set forth herein, Seller shall reimburse HMGMA for all direct costs incurred by HMGMA as a result of and in connection with the existence and continuance of any and each breach of warranty by Seller hereunder.

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8. Invoices and Payment. Invoices will be paid pursuant to the provisions of this Order if they: 1) show applicable discounts; 2) are strictly in accordance with this Order; and 3) are accompanied by the bills of lading or transportation receipts. Applicable freight charges shall be shown separately on the invoices and shall be supported by copy of the paid freight bill. Time for payment will be computed and cash discounts shall apply from the date HMGMA receives a correct, properly supported invoice, or the date Goods are received, whichever is later. Any invoice deviating from the requirements of this Order will be returned to Seller for correction and/or acceptable support. The terms of payment as shown on this Order shall take precedence over terms of payment shown on Seller's invoices or elsewhere. Seller shall submit waivers of liens, or proof of payment as to all labor and materials, with each invoice if requested by HMGMA. This Order includes payment for installation, service, and repair when applicable.

9. Taxes. In the event that HMGMA has displayed or otherwise made available, either HMGMA's Sales Tax Certificate of Exemption from the State of Georgia Department of Revenue ("DOR") with respect to its Competitive Project of Regional Significance designation (the "CPRS Certificate") or a Form ST-5M or such other applicable DOR form proclaiming the basis for exemption (collectively, the "Sales Tax Exemption Certificate"), as the case may be, then Seller shall not include any allowance or amount for State of Georgia or local sales and use tax payment in calculating any payments due, by application for payment, change order or otherwise in connection with the performance of this Order.

For any goods sold pursuant to this Order for which the Sales Tax Exemption Certificate has been so provided, Seller represents that no supplier to Seller has included State of Georgia or other state or local sales and use taxes in the cost of goods sold to Seller which forms any part of the cost of Goods being purchased by HMGMA hereunder. Seller acknowledges that HMGMA is required to obtain and provide a list to the DOR of all contractors authorized to use this exemption, including their correct employer or taxpayer identification numbers.

For any goods sold pursuant to this Order for which the Sales Tax Exemption Certificate has been so provided, Seller shall defend, indemnify and hold HMGMA harmless from and against all liability for all sales, use and other taxes which are imposed on or with respect to, or are measured by, the amounts expended by Seller with respect to this Order, and the wages, salaries, and other remunerations paid to persons employed in connection with performance of this Order.

Seller further acknowledges and agrees that, with respect to any non-corporate payee which receives payment for services, rents, royalties or interest that would be subject to IRS Form 1099 reporting, a taxpayer or employer identification number shall be supplied to HMGMA. Twenty-four percent (24%) back-up tax withholding will be imposed on all Form 1099 reportable payments made to Seller if Seller fails to provide a correct taxpayer identification number.

10. Accounting and Audit. Seller shall maintain accurate and complete accounting records and vouchers in support of all cost billings to HMGMA in accordance with generally accepted accounting principles and practices. HMGMA, or its representative, shall have the right at the reasonable time to examine and audit the records, vouchers, and their source documents, which serve as the basis for compensation, other than compensation which is a fixed amount, such as a fixed price or fixed fee. Said records shall be available for at least three (3) years after delivery of the Goods for HMGMA's inspection. Seller shall furnish such breakdown of the price, as may be reasonably requested by HMGMA to satisfy governmental auditing requirements.

11. Force Majeure. Except as otherwise specifically set forth herein, in the event either party by reason of force majeure is rendered unable to

perform its duties under this Order, including acts of God, acts of government or military authority, (but only so long as the affected party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such actions by any court or governmental authority), fires, floods, windstorms, explosions, natural disasters, epidemic or pandemic, war, terrorism, riot, sabotage, blockades or embargoes, or other similar causes beyond the control of the party which the party could not have reasonably foreseen or provided against; the party shall give written notice to the other party within five (5) days of such event, with description and estimated duration of said force majeure. The effects of said force majeure shall, so far as possible, be remedied with all reasonable dispatch, and said party giving notice shall use its best efforts to eliminate and mitigate the consequences thereof. The time for performance may, in HMGMA's sole discretion, be extended for a period equal to the time performance is delayed by said force majeure. Failure to so notify the other party of such delay shall constitute a waiver of the party's right to a time extension. There shall be no price adjustment by virtue of any such time extension. Under no circumstances shall a labor dispute, strike, lockout or other work stoppage constitute an event of force majeure.

12. Indemnification. Seller shall indemnify, defend, and hold harmless HMGMA and its agents, employees, affiliates, and representatives against any claim, loss, injury (including death), or property damage including attorney's fees and costs arising out of or relating to the performance of this Order or the Goods provided hereunder, excluding claims, losses, injuries, or death caused by the sole negligence of HMGMA.

13. Proprietary Protection. Seller will, at its sole expense, defend and pay all damages and costs awarded in any proceeding brought against HMGMA, its employees, agents, or customers, in which it is claimed that the manufacture, sale, or use of any Goods or parts thereof constitutes an infringement of any patent or other proprietary information right. HMGMA may, at its option, be represented at any such proceeding. If such manufacture, sale, or use is held in any such proceeding to constitute an infringement and is enjoined, Seller, at its expense, shall either:

- (1) procure for HMGMA the right to manufacture, sell and use such Goods;
- (2) replace same with substantially equal but non-infringing Goods;
- (3) modify same to make them substantially equal but non-infringing; or
- (4) remove same and refund the purchase price and transportation and installation costs thereof.

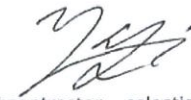
14. Publicity. Seller shall not, without obtaining the prior written consent of HMGMA, which may be withheld, conditioned or delayed in HMGMA's sole discretion, advertise or publish the fact that Seller has contracted to provide Goods to HMGMA.

15. Confidential Information. The receiving Party shall maintain in confidence and not disclose any Confidential Information of the disclosing Party. For purposes of this Order, the term "Confidential Information" means (1) all technical and non-technical information related to the disclosing Party's business and current, future, and proposed products and services, including, but not limited to, information concerning pricing, research and development, drawings, design details and specifications, know-how, processes, financial and technical data, procurement requirements, engineering and manufacturing information, vendor and supplier lists, business forecasts, sales information, warranty information, marketing plans, and other similar items related to the disclosing Party's business, whether disclosed to one receiving Party by the disclosing Party, directly or indirectly, in writing, orally or by inspection or observance of tangible items, and (2) any information that may be made known to the receiving Party and that the receiving Party has received from others that the receiving Party is obligated to treat as confidential or proprietary. The Confidential Information shall remain the sole property of the disclosing Party, and shall not be: (1) copied or otherwise reproduced; (2) used by the receiving Party in any way except in connection with the performance

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of this Order, (3) disseminated or disclosed to third parties; or (4) used in any manner detrimental to the interests of the disclosing Party. Upon termination of this Agreement, the receiving Party shall promptly return the Confidential Information to the disclosing Party, upon request.

Upon completion, cancellation or termination of this Order, the receiving Party shall promptly return to the disclosing Party or destroy (if requested by the disclosing Party) all such information furnished by the disclosing Party in connection with this Order, including, but not limited to all Confidential Information. The disclosing Party's Confidential Information has federal law protection under the Defend Trade Secrets Act. The receiving Party will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, or is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law. If the receiving Party files a lawsuit against the disclosing Party for retaliation for reporting a suspected violation of law, it may disclose the trade secrets to its attorney and use the trade secret information in that court proceeding only if it files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

16. Termination/Suspension/Remedies.

16.1 HMGMA shall have the right to terminate all or any part of this Order for its convenience. Upon termination, Seller shall be reimbursed for its reasonable and necessary direct costs resulting therefrom which are substantiated by evidence satisfactory to HMGMA. Upon such payment, HMGMA shall be entitled to immediate possession of the Goods and any plans, manuals, and other documents related to the Goods. The payment required by this paragraph shall constitute HMGMA's sole liability in the event of a termination for convenience.

16.2 Any failure by Seller to perform its obligations under this Order, which failure is deemed substantial by HMGMA, shall entitle HMGMA to cancel this Order or the affected portion hereof for cause. Seller shall not be entitled to any compensation pursuant to such cancellation, except for the reasonable value of Goods delivered by Seller and accepted by HMGMA prior to cancellation, which amount shall not exceed the purchase price. Seller shall forthwith refund to HMGMA any monies paid to Seller up to the point of cancellation for which there is no entitlement hereunder. Seller shall also be liable to HMGMA for all losses and damages suffered by HMGMA including, but not limited to, consequential and incidental damages and attorney's fees, as a result of Seller's failure to perform its obligations in accordance with this Order.

16.3 HMGMA may, by written notice, direct Seller to suspend fabrication or delivery of any or all of the Goods for a specified period of time. If any suspension is not occasioned by the fault or negligence of Seller, or by force majeure, this Order may be changed to compensate Seller for extra costs incurred due to said suspension, provided that any claim for adjustment is supported by appropriate cost documentation, is subject to audit, and is asserted within 20 days after the date HMGMA issues an order for resumption or fabrication or delivery of the Goods.

16.4 Termination, cancellation, or acceptance of any Goods shall not relieve Seller of its obligations for the Goods completed prior to the effective date of such termination, cancellation, or acceptance, nor shall it relieve Seller of its liabilities at law or under this Order. HMGMA's remedies herein shall be cumulative and in addition to any further remedies provided in law or equity.

17. Compliance with Laws. Seller represents and warrants that all Goods, Work and services provided hereunder shall comply with all applicable federal, state and local codes, laws, regulations, standards, and ordinances, including without limitation all federal and state laws and regulations relating to environmental matters, the handling of hazardous or dangerous materials, data protection and privacy, wages, hours, and

conditions or employment, subcontractor selection, occupation health/safety, motor vehicle safety, immigration, employment eligibility, discrimination in employment (including Title VII of the Civil Rights Act of 1964, as amended, and the Occupational Safety and Health Act of 1970 ("OSHA"). Seller agrees to indemnify and save HMGMA harmless from and against any and all liabilities, liens, claims, fines, costs, losses, expenses, and judgments arising from or based on any actual or asserted violation of any law by Seller.

18. Related Services. Whenever Seller furnishes personnel for installation supervision, delivery, start-up, testing, inspection, technical services, or other related services, or maintenance (the "Work"), the following additional provisions shall apply: Seller represents and warrants that it is properly licensed to perform the Work, including any general contractor license required by the State of Georgia. Seller also represents and warrants that its agents, and employees, are lawfully authorized to perform the Work in the U.S. and are qualified and competent to perform the Work, and that all tools and equipment furnished by Seller in its performance of the Work are, and shall be, kept in good working order. Seller asserts that the Work shall be performed in accordance with accepted standards and shall conform to the requirements of this Order. Any Work not so performed or not in conformity herewith shall be corrected by Seller at no cost to HMGMA. If such deficiencies are not immediately corrected, HMGMA may cause the same to be corrected and charge Seller for any costs incurred. The above-described remedy is in addition to any other remedies, in law or equity, available to HMGMA. Seller's personnel will, upon arrival at HMGMA's premises or other location designated by HMGMA, report to HMGMA's Safety Department, which will provide an appropriate orientation to such personnel. Seller's personnel shall comply with HMGMA's rules for business invitees on the premises, including those pertaining to safety, insurance, plant protection, security, identification, and the operation and parking of vehicles.

19. Insurance.

19.1 Insurance to be provided by Seller:

19.1.1 Without limiting any of the other obligations or liabilities of the Seller under this Order, Seller will at all times until all its obligations hereunder have been fully discharged, carry and continuously maintain at its own expense, or cause to be carried and continuously maintained, at least the minimum insurance coverage set forth in this Order, in each case with insurance companies of recognized responsibility and with terms and conditions acceptable to HMGMA.

19.1.2 Insurance carried in accordance with this Section shall, to the extent of the indemnities set forth in this Order, be endorsed to provide that HMGMA shall be included as an additional insured with the understanding that any obligation imposed upon the insured (including the liability to pay premiums) shall be the sole obligation of Seller and not that of HMGMA. Inasmuch as such insurance is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exceptions of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

19.1.3 With respect to all insurance maintained by Seller hereunder, (A) the interests of HMGMA and Seller shall not be invalidated by any action or inaction of any other person, and Seller and HMGMA shall be insured regardless of any breach or violation by the Seller or any other person of any warranties, declarations or conditions contained in such policies; (B) all deductibles shall be in amounts acceptable to HMGMA but shall be paid by Seller; (C) such insurance shall be primary without right of contribution of any other insurance or self-insurance carried by or on behalf of Seller or HMGMA with respect to their interests in the Work or the Project; and (D) if such insurance is cancelled by the insurer for any reason whatsoever (including nonpayment of premium) or any substantial change is made in the coverage that affects the interests of Seller and HMGMA, such insurance shall nonetheless remain effective for 30 days (including for

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nonpayment of premium) after receipt of written notice to HMGMA sent by registered mail from such insurer of such cancellation or change.

19.1.4 During the life of this Order and for such additional time as may be required, Seller will provide, pay for, and maintain the insurance outlined below covering Seller's activities and those of any of Seller's suppliers to whatever tier.

(1) Workers' Compensation and Employer's Liability:

(a) Workers' compensation insurance in accordance with applicable law providing statutory limits of coverage.

(b) Employer's liability insurance with a minimum limit of liability of \$1,000,000 for each occurrence.

(c) Voluntary Compensation endorsement.

(2) Commercial General Liability: Commercial general liability insurance covering Seller against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will identify HMGMA as an additional insured, operate as primary insurance with no contribution from any insurance or self-insurance maintained by HMGMA, and will have these minimum limits and coverage:

Minimum limits: \$1,000,000 each occurrence
 \$2,000,000 general aggregate
 \$1,000,000 personal & advertising injury
 \$2,000,000 products & completed operations aggregate

Coverages:

- 1) 1986 (or later) ISO commercial general liability form (occurrence form);
 - 2) Products and completed operations coverage maintained for at least three (3) years following final acceptance of the Work by HMGMA;
 - 3) Explosion, collapse and underground coverage (included in 1993 ISO form);
 - 4) Broad Form Contractual;
 - 5) Fellow Employee Coverage;
 - 6) Broad Form Property Damage.
- (3) Automobile Liability: Business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos) with a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage. Such insurance will identify HMGMA as an additional insured and operate as primary insurance with no contribution from any insurance or self-insurance maintained by HMGMA.
- (4) Umbrella/Excess Liability: Umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described above in subsections (1) for employer's liability, (2) for commercial general liability and (3) for business auto liability. Such insurance will provide blanket contractual liability coverage. Minimum limits of liability will be \$10,000,000 per occurrence and annual aggregate.
- (5) Railroad Protective Liability: Railroad protective liability insurance when the Work is on or within 50 feet of a railroad or affects any railroad property including but not limited to tracks, bridges, tunnels, and switches. The limit of coverage will not be less than \$3,000,000 each occurrence/\$6,000,000 aggregate.
- (6) Professional Liability: Seller will purchase and maintain professional liability insurance with a \$2,000,000 limit for each claim and annual aggregate. Coverage will have a retroactive date prior to the beginning of the Work and will have an extended reporting period of 36 months after final acceptance of the Work by HMGMA.

19.1.5 Certificates of Insurance: Before starting the Work, Seller will give HMGMA certificates of insurance satisfactory in form to HMGMA evidencing that the above insurance is in effect and that no less than 30 days advance written notice will be given to HMGMA prior to any cancellation or restrictive modification of the coverage.

19.1.6 Waiver of Subrogation: All insurance policies in any way related to the Work and secured and maintained by Seller will waive all rights of

recovery, under subrogation or otherwise, against HMGMA, its agents, representatives, affiliates, and all tiers of consultants, contractors or suppliers engaged by HMGMA. Seller will require its suppliers, to whatever tier, by appropriate written agreements, to give similar waivers each in favor of all parties enumerated in this Section.

19.1.7 Cooperation: Seller agrees to fully cooperate and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the insurance required here, in all areas of safety, insurance program administration, claim reporting and investigation, and audit procedures.

19.1.8 Seller shall purchase and maintain insurance for the Goods while in transit. Such insurance shall cover the full value of the Goods being shipped.

19.1.9 Seller and its suppliers to whatever tier are solely responsible for loss or damage to their tools and equipment.

19.1.10 Unless otherwise agreed by HMGMA, Seller shall include in each subcontract and purchase order it enters into provisions and insurance requirements not less favorable to HMGMA than those contained in this Section except that "Seller" will be substituted for "HMGMA" and "subcontractor" or "supplier" will be substituted for "Seller".

20. Reporting Requirements. Seller shall, within 30 days after acceptance by Seller of this Order, commence submitting the schedules and reports as are requested by HMGMA or specified in the specifications.

21. Installation. For all Work to be performed at the Site, Seller shall comply with the rules, regulations, policies and programs of HMGMA as may be implemented from time to time by HMGMA and as may be specified in the specifications. Seller shall also comply with all work rules and regulations set forth in this Order.

22. Completion and Acceptance. When Seller deems the Work completed, Seller shall give HMGMA notice thereof in writing. Within a reasonable time after receipt of such notice, HMGMA will determine if the Work has been completed to its satisfaction; if so, HMGMA will advise Seller, in writing, of its final acceptance thereof; if not, HMGMA will notify Seller of its lack or failure of performance and Seller will take remedial action and will repeat the procedure stated herein until the Work has been satisfactorily completed and accepted. Any acceptance by HMGMA shall not constitute acceptance of Goods or work that is defective and/or not in accordance with this Order.

23. OSHA Permits and Programs. Seller shall initiate and maintain such permits and programs as may be necessary to comply with requirements set forth by OSHA and any other local, state and federal regulations. A copy of all permits shall be provided to HMGMA prior to commencement of Work at the Site. If OSHA permits are not required to perform the Work, a letter shall be submitted by Seller to HMGMA prior to commencement of Work at the Site stating that no permits are required.

24. Hazardous Materials and Safety Data. Seller shall properly label all containers of hazardous materials or components and furnish a Safety Data Sheet ("SDS") for each hazardous material supplied in compliance with applicable laws, including, but not limited to, the federal OSHA Hazard Communication Standards, 29 C.F.R. § 1926.59 and 29 C.F.R. § 1910.1200 (when applicable). Failure to provide the SDS or proper labeling on the container(s) may result in the rejection of the shipment. Seller shall be responsible for all shipping charges related thereto. A revised SDS must be submitted to consignee when there is a change in composition or when significant new information concerning hazards or ways to protect against hazards becomes known. All information spaces on the SDS must be completed. Do not use "N/A" in any block - use the terms "Not Applicable" or "No Information Available" if necessary. Seller's name, HMGMA's Purchase order, and line item numbers must be entered at the top of the SDS. HMGMA has the right to use, duplicate, and disclose the data on the SDS. Neither the requirements of this clause nor any act

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by HMGMA shall relieve Seller of any responsibility or liability for the safety of HMGMA's personnel or property.

25. Sub-suppliers. Nothing contained in this Order shall create any contractual relationship between HMGMA and any of Seller's suppliers, nor shall this Order create any obligation on the part of HMGMA to pay or see that payment is made of any sums to any of Seller's suppliers.

26. Independent Contractor. HMGMA shall be an independent contractor with respect to any Goods, services, or workmanship provided by Seller hereunder. Neither Seller nor its subcontractors, not the employees of either, shall be deemed to be servants, employees, or agents of HMGMA. Seller shall be solely and wholly responsible for withholding or payment of all federal, state, and local income and other payroll taxes with respect to its employees, including, contributions from them, as required by law.

27. Requirement for Skilled Personnel. When applicable, the attached Scope of Work shall set forth the necessary services to be provided by the Seller's skilled personnel. The services shall include, but are not limited to: conducting technical meetings with HMGMA; consulting with and supporting HMGMA personnel during maintenance of machinery; consulting with and supporting HMGMA personnel during testing of equipment; consulting with and supporting HMGMA personnel during performance of modifications to any equipment; consulting with and supporting HMGMA personnel during quality review of any maintenance performed under this agreement; providing HMGMA personnel with relevant training for operation and maintenance of machinery; and, conducting technical meetings with HMGMA personnel to receive acceptance of the maintenance performed under this Order. Seller is solely responsible for locating, hiring (if not already employed by Seller), and deploying personnel with adequate knowledge and skills to fulfill the terms of the scope of work. HMGMA acknowledges that U.S. Immigration law permits foreign visitors to perform certain services related to equipment installation, service and repair under limited circumstances. Seller agrees that no foreign visitors will be used to fulfill the requirements of this Section unless said limited circumstances are fully met, Seller strictly limits the activities of foreign visitors to a scope that is compliant with U.S. immigration law, and all requirements of federal and state immigration laws regarding verification of work authorization for employees is observed to the extent applicable.

28. Gratuities. Seller represents and warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of HMGMA any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986, or any successor statutes, with a view toward securing any business from HMGMA or influencing such person with respect to the terms, conditions, or performance of any contract or purchase order with or from HMGMA. Any breach of this warranty shall be a material breach of each and every contract between HMGMA and Seller.

29. Assignment. HMGMA shall be entitled to assign its rights and its performance in whole or in part under this Order without the written consent of Seller. Seller may not assign, transfer, delegate, or subcontract any of its rights or obligations under this Order without the prior express written approval of HMGMA.

30. No Liens. All Goods and Work pursuant to this Order shall be delivered and furnished by Seller free and clear of all liens and encumbrances. Seller shall defend, indemnify, and save harmless HMGMA from and against all liability and expenses incurred by HMGMA as a result of liens filed or asserted by parties providing work or materials under this Order. HMGMA reserves the right to satisfy any such liens and charge Seller for any amounts reasonably incurred by HMGMA, including attorney's fees, in connection therewith.

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31. Set-off. HMGMA shall have the right to credit toward the payment of any monies that may become due Seller hereunder, any amounts that may now or hereafter be owed to HMGMA under this or any other order or transaction between HMGMA and Seller.

32. Bonds. Seller shall furnish, when requested by HMGMA, a payment and performance bond in a form acceptable to HMGMA and in an amount equal to 100% of this Order price as a guarantee on behalf of Seller that the terms of this Order shall be complied with in every particular and as security for the payment of all persons performing labor or for payment for all materials and equipment used in performance of this Order. Seller shall obtain the performance and payment bonds from sureties and on bond forms acceptable to HMGMA. Each such bond shall remain in effect until the end of the warranty period set forth in the specifications, provided, however, that for the period ending from final acceptance until the end of such warranty period, the face amount of such bonds may be reduced to an amount equal to 10% of the full Order price. Such bonds, upon HMGMA's approval, shall be attached hereto as Attachment.

33. Foreign Trade Zone Regulations. Seller understands and agrees that the Project and the Site have been designated a Foreign Trade Subzone (an "FTZ"). As such, all vehicles and persons entering or departing the FTZ are subject to HMGMA's inspection, and Seller may be required to provide a general inventory of any and all tools, equipment, materials or merchandise passing in or out of the FTZ during the course of the Work, but in particular, those items or equipment of a material nature, such as compressors, welders, generators, etc. Seller further agrees to strictly comply with all requirements of the Foreign Trade Zones Act and all rules, regulations, or laws of any kind relating to the Foreign Trade Zones Act which are now or hereafter prescribed by governmental authority and to adhere to the agreements and procedures set forth in this Order.

34. Customs Requirements. In order for HMGMA to comply with Section 203 of the Security and Accountability for Every (SAFE) Port Act of 2006 and the Importer Security Filing (a.k.a. "10+2") required by this Act, Seller must provide via e-mail to HMGMA in connection with each ocean shipment to the U.S. under this Order the following information no later than 96 hours prior to the date of loading of the Goods or any part thereof on a U.S. bound vessel: 1) name and address of manufacturer/supplier; 2) name and address of container stuffing location; 3) name and address of Seller (owner); 4) name and address of consolidator (container stuffer); 5) name and address of buyer (importer); 6) name and address of ship-to party; 7) country of origin; 8) commodity description/Harmonized Tariff Schedule number; and 9) bill of lading number. Seller shall notify HMGMA immediately of any changes to the foregoing information prior to the Goods' arrival in the U.S. Upon HMGMA's request, Seller shall provide to HMGMA or the appropriate governmental agency any other documentation or information necessary to determine the admissibility and the effect of entry of the Goods into the U.S. Seller represents and warrants that the information supplied by Seller to HMGMA hereunder is true and correct in every respect. Seller shall indemnify, defend and hold harmless HMGMA from any liquidated damages, monetary penalties, fines or forfeitures assessed (administratively or judicially) by any government agency in connection with Seller providing, directly or indirectly, any false, inaccurate, or untimely information. This indemnification shall not be HMGMA's exclusive remedy and shall be cumulative with and in addition to all other remedies set forth in this Order and provided at law or in equity.

35. Spare Parts. If requested by HMGMA, Seller shall develop and submit to HMGMA a list of all start up and operating spare parts for this Order, as required by HMGMA. Seller's obligations regarding spare parts shall be as set forth in the specifications. Unless otherwise agreed to in writing by HMGMA and Seller, for a period of 10 years after delivery of this Order, Seller shall maintain an adequate inventory of all unique or specially manufactured parts to properly support and maintain this Order. The prices

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of such parts shall be adjusted in accordance with Seller's price list as agreed and approved by HMGMA. For parts that are commercially available at a comparable price, Seller shall identify for HMGMA the manufacturers, vendors, or other sources of Seller's supply of such parts, as well as parts numbers and prices, and shall maintain, for a period of seven (7) years after delivery of this Order incorporating such parts, an adequate inventory of all such purchased parts to properly support and maintain this Order. The prices of such parts shall be adjusted in accordance with Seller's price list as agreed and approved by HMGMA.

36. Compliance with Inflation Reduction Act of 2022. Supplier shall, at its expense, comply with all applicable laws and regulations imposed by the Inflation Reduction Act of 2022 ("Act") (Public Law 117-369, 136 Stat. 1818) so as to allow HMGMA to claim the benefits thereunder, including, but not limited to, tax credits pursuant to Sections 45X and 48C thereof, and Supplier agrees to comply with the prevailing wage and apprenticeship requirements imposed by the Act, which are incorporated herein by reference. In connection with Supplier's compliance with the Act, Supplier shall maintain and preserve its payrolls and related records for a period of at least six (6) years so as to allow HMGMA to obtain and audit all information necessary to obtain the benefits available to it under the Act.

Supplier agrees to make available within three (3) business days upon request by HMGMA its payroll and related records and any other information reasonably requested in connection with the benefits available to HMGMA under the Act for audit, inspection, copying, or transcription. Supplier agrees to submit weekly to HMGMA, for each week in which any contract work is performed under this Order, a certified copy of all payrolls and records related to this Order identifying those laborers, mechanics, and any apprentices who worked on HMGMA's premises and the wages and other compensation paid. Such payrolls and related records shall be accompanied by a "Certificate of Compliance" signed by Supplier or its agent who pays or supervises the payment of laborers, mechanics, and any apprentices which certificate shall certify (1) the payroll for the period which contains the information required under this Section; (2) that each laborer, mechanic, and apprentice employed in connection with this Order has been paid the full weekly wages earned; and (3) that each laborer, mechanic, and apprentice has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed.

Supplier shall allow its laborers, mechanics, and apprentices to submit to weekly interviews by HMGMA, which interviews shall be conducted at HMGMA's sole discretion.

Supplier shall also institute a mechanism to track and record the type of work each laborer, mechanic, and apprentice performs and the number of

hours each laborer, mechanic and apprentice labors in relation to this Order on HMGMA's premises. The fact that Supplier is required to maintain and deploy such mechanism does not prevent or prohibit HMGMA from also implementing and utilizing such a system, and HMGMA's use of such a system in no way negates or diminishes Supplier's obligations under this Section to maintain and deploy such a system.

Supplier must at all times be able to document that it has made good faith efforts to comply with the provisions of the IRA and shall provide such evidence to HMGMA within three (3) business days of a request by HMGMA for such documentation. If HMGMA identifies an instance when the Supplier did not comply with the provisions of the IRA, the Supplier must timely address the noncompliance and thereafter provide documentation to HMGMA to evidence that the issue was resolved.

Upon acceptance of this Order Supplier must designate and identify to HMGMA a Supplier point of contact who will be responsible for ensuring compliance with the IRA and will provide to HMGMA any information reasonably requested by HMGMA as provided herein and contemplated hereby.

37. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Order constitute a waiver of any succeeding breach of the same or any other provision.

38. Governing Law/Venue. The construction, interpretation and performance of this Order and all transactions under it shall be governed by the laws of the State of Georgia. Any disputes between the parties shall be litigated in a state or federal court in Bryan County, Georgia. HMGMA, at its option, may also invoke binding and exclusive arbitration with respect to any dispute under this Order in Bryan County, Georgia under the American Arbitration Association's Commercial Arbitration Rules.

39. Entire Agreement/Amendments. This Order, together with attachments, represents the entire understanding and agreement of the parties with respect to its subject matter. No modification, amendment or waiver of any of the provisions of this Order shall be effective unless made in writing and signed by both HMGMA and Seller. Unless otherwise specified in this Order, the order of precedence shall be as follows: (1) Purchase Order; (2) these Terms and Conditions; (3) drawings, specifications, and other documents. HMGMA rejects any additional or different terms set forth in any document of Seller, unless and to the extent HMGMA has expressly agreed to any such term and included in this Order.