VENDOR SUPPLY TERMS AND CONDITIONS

Unless otherwise agreed in writing, these Vendor Supply Terms and Conditions ("Vendor Terms"), as published herein, govern all purchases of products and services by Hyve Solutions Corporation or any Affiliate of Hyve Solutions Corporation (hereinafter “Hyve Solutions”) from the manufacturer or vendor (“Vendor”) of such products or services (“Products”). Vendor hereby authorizes Hyve Solutions to purchase and use Vendor’s Products to fulfill integration, manufacturing, or similar contracts for third party customers worldwide. An Affiliate of a party means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with such party.

- **Terms.** Hyve Solutions reserves the right to change the Vendor Terms from time to time and at its sole discretion. Please check this page periodically for updates. This page was last updated on 05/23/2024.

- **Order.** To order the Products, Hyve Solutions shall place a purchase order with Vendor and each such purchase order shall be governed by these Vendor Terms. Each purchase order for the Products shall be subject to Vendor’s acceptance and, upon acceptance, Vendor shall confirm the purchase order and the shipping date with Hyve Solutions.

- **Acceptance.** If Vendor does not reject a purchase order in accordance with these Vendor Terms within two (2) business days of receipt, it will be deemed to have accepted such purchase order. Vendor’s acceptance of a purchase order shall constitute an agreement to all terms and conditions; including but not limited to purchase order price, quantity, delivery, specifications, terms, quality requirements, and regulatory requirements.

- **Delivery.** Unless otherwise agreed in writing, the Products shall be delivered DDP (Incoterm 2010), freight charges paid by Vendor for all Products shipped to Hyve Solutions or its customers’ location(s). Title and risk of loss shall pass from Vendor to Hyve Solutions upon delivery to Hyve Solutions or its customer. Vendor shall follow all instructions provided by Hyve Solutions. Vendor shall be the importer of record.

- **Change of Purchase Order.** Hyve Solutions may after placing a purchase order, by written notice to Vendor and without additional charges, cancel a purchase order or push out or accelerate the delivery date, if necessary, based on a customer’s orders to Hyve Solutions.

- **Packaging.** Vendor shall package all Products for suitable and safe protection, preservation, and transportation to avoid any possible damage.

- **Failure of Delivery or Delay.** Hyve Solutions shall have the right to cancel any purchase order at no cost if (a) Product is not received by Hyve Solutions by the expected arrival date, (b) Hyve Solutions receives non-conforming Product, or (c)
Hyve Solutions receives deficient documentation related to a Product or purchase order. Vendor shall be responsible for any penalties or additional costs incurred by Hyve Solutions as a result of Vendor’s late delivery or delivery of nonconforming Product.

- **Notification of Nonconforming Material.** Vendor agrees to notify Hyve Solutions prior to shipping of any Product that is suspect of non-conformance to a specified requirement. This notification must be in such a manner to allow Hyve Solutions to provide a timely agreement to accept such non-conformance prior to shipment.

- **Inspection and Acceptance of Goods.** All goods shall be delivered subject to Hyve Solutions’ right of inspection and rejection. Defective goods or goods which fail to conform in any respect with Hyve Solutions specifications will be held for Vendor’s instructions for resolution. Hyve Solutions shall have the right to cancel those goods and any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and acceptance of the goods by Hyve Solutions shall not relieve Vendor from any of its obligations and warranties.

- **Returns.** Hyve Solutions may return to Vendor, any Product that is nonconforming, or that allegedly contains any defect or inadequate warnings or instructions, or allegedly violates any law, regulations or court or administrative order, or allegedly infringes any patent, copyright, service mark, trade name, trade dress, trademark, or other right (collectively “Intellectual Property”).

- **Damaged Returns.** Vendor shall allow Hyve Solutions to return any Product for full credit that is damaged or defective.

- **Payment Terms.** Unless otherwise agreed to in writing, all payments shall be in United States dollars and shall be due within sixty (60) days of the date of Vendor’s invoice. In order to avoid delays in payment, all requirements of the purchase order must be completed as specified within the purchase order and the purchase order terms and conditions.

- **Extra Charges.** No additional charges of any kind, including charges for boxing, packing, crating or other extras will be allowed unless agreed to in writing in advance by Hyve Solutions. Before proceeding with any work or shipping any goods involving possible claims by the Vendor for extra compensation above the price specified in the order, Vendor shall submit to Hyve Solutions a detailed statement of such items together with the price thereof.

- **Confidentiality.** The receiving party shall protect the confidentiality of the disclosing party’s Confidential Information. Notwithstanding the foregoing, each party may disclose the other party’s Confidential Information if and to the extent that such disclosure is required by law, provided that the receiving party uses
reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to preview and to object to the disclosure. “Confidential Information” shall mean the information of a party, which information is conspicuously marked with “Confidential,” or “Proprietary” or other similar legend. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a brief written non-confidential description of the information and confirmation of the confidential nature of the information shall be sent to the recipient within 30 days after the disclosure. Quantities, schedules, pricing, sales reports and inventory reports shall be considered Confidential Information whether disclosed orally or in writing, or whether or not marked “Confidential” or “Proprietary.” Confidential Information does not include information that: (a) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of these Vendor Terms; (c) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (d) is independently developed by the receiving party without use of Confidential Information.

- **Non-solicitation.** Each of the parties agrees not to solicit, or engage any employees of the other party that are directly involved in the activities of the other party in connection with these Vendor Terms during the period such employees are employed by the other party and for a period of 180 days after the date of such employee’s termination of employment from the other party.

- **Equitable Relief.** Each party acknowledges that any material violation of the rights and obligations provided in the Confidentiality Section and Non-solicitation Section may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to seek immediate temporary, preliminary, and permanent injunctive relief against any such continued violations.

- **Compliance with Laws.** Vendor must comply with all applicable state and federal laws and regulations, including, but not limited to, equal opportunity employment, affirmative action, employment compliance/reporting and regulatory requirements. Upon request Vendor will provide a certificate attesting to such compliance signed by an officer of Vendor. Vendor shall provide information as requested by Hyve Solutions regarding the source of any “conflict minerals,” as defined in Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, in the Products.

- **Notification of Changes In-process, Material, Manufacturing or Production Facilities.** Vendor agrees to notify Hyve Solutions in the event that an agreed
upon process will be or has changed to the degree it may affect the Product’s performance either at Hyve Solutions or the customer. Once a manufacturing or production facility has been awarded a contract the Vendor may not move Hyve Solutions business without notification and approval by Hyve Solutions. In the event that multiple facilities are within the business scope of the Vendor, the processes, manufacturing and/or Product are to remain at the production or manufacturing location unless agreed upon by Hyve Solutions in writing.

- **Key Characteristics.** When key characteristics have been identified by Hyve Solutions the Vendor agrees to flow down all applicable requirements to any sub-contracted work in which they are being compensated for including but not limited to: (1) drawings; (2) Product specifications; (3) regulatory requirements; and (4) documentation (written or electronic).

- **Records.** When directed by Hyve Solutions all quality records must be maintained in retrievable form or format for the specified time in the notification. When no retention time is specified, records will be maintained and retrievable for 3 years.

- **Right to Access.** When deemed necessary by Hyve Solutions the Vendor shall allow for source or on sight inspection by Hyve Solutions, its customer or both. The Vendor will be provided reasonable notification of any such inspection.

- **Product Warranty.** Vendor warrants that all Products will be exact conformity with the order and with any other description, specification, drawing or sample supplied by Hyve Solutions or Vendor; shall be free from defects in material and/or workmanship and shall be merchantable and fit for the purpose, if any, indicated by Hyve Solutions to Vendor. At the option of Hyve Solutions, Vendor’s obligations under this product warranty include: (a) replacing the Products on cross-ship terms or (b) returning the Products for credit.

- **Epidemic Failure.** (a) Upon occurrence of an Epidemic Failure, Hyve Solutions shall notify Vendor, and shall provide, if known and as may then exist, a description of the failure, and the suspected lot numbers, serial numbers or other identifiers, and delivery dates, of the failed Products. Hyve Solutions shall make available to Vendor, samples of the failed Products for testing and analysis. Upon receipt of the Product from Hyve Solutions, Vendor shall promptly provide its preliminary findings regarding the cause of the failure. The parties shall cooperate and work together to determine the root cause of the failure. Thereafter, Vendor shall promptly propose a plan for the repair and/or replacement of the affected Products with minimal disruption to Hyve Solutions and/or its customers. (b) After identifying a plan for the repair and replacement of the Products as noted herein, Vendor shall, and at Hyve Solutions’ option repair and/or replace the affected Products at no additional cost to Hyve Solutions or its customers. If
Vendor is unable to repair and/or replace the Product promptly, Vendor will reimburse all costs incurred by Hyve Solutions and its customers for all labor, equipment and processing costs incurred by Hyve Solutions, its customers or authorized third parties in the implementation of the corrective action plan, including costs pertaining to test procedures, securing of test equipment, the actual testing of Products, reasonable freight, transportation, customs, duties, insurance, storage, handling and other incidental shipping costs incurred in connection with the repair and/or replacement of the affected Products. (c) For the purposes of these Vendor Terms, “Epidemic Failure” shall mean the Product failures (i) having the same or similar cause, verified by the Vendor, by Hyve Solutions, or an independent third party on behalf of Hyve Solutions; (ii) occurring within three (3) years after the date of delivery of the Product; (iii) resulting from defects in materials, workmanship, manufacturing process or design or failure to conform with the specifications; and (iv) Epidemic Failure is defined as an event that renders one percent (1%) over the first month, one and a half percent (1.5%) for the first three months and thereafter five percent (5%) Annual Failure Rate (“AFR”), with the same symptom(s) caused by the same or similar cause(s), of Product delivered by Vendor inoperable. Any defect caused by normal wear and tear shall not constitute epidemic failure as long as the Product is being used within the documented environmental conditions and shall be covered under the product warranty for replacement of defective Products.

Upon occurrence of an Epidemic Failure, the remedies as defined above shall apply to the entire Product population affected by the root cause failure until corrective action is complete. Vendor shall be solely liable for ensuring that such components as converted, integrated and/or assembled into the Product conform to their applicable specification. Vendor’s obligation to ensure that components meet such specification include, but are not limited to, incoming quality control, sub-tier audits, statistical process control, control of workmanship, and outgoing quality inspection. Vendor is responsible for covering costs and labor of all proactive system and component replacements and repairs resulting from safety hazard potentially impacting 100% of the Product delivered to Hyve Solutions and/or known recalls.”

- **Limitation of Liability.** EXCEPT FOR A BREACH OF CONFIDENTIALITY, NON-SOLICITATION AND EPIDEMIC FAILURE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THESE VENDOR TERMS, WHETHER OR NOT EITHER
PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

- **Indemnification.** With respect to any and all Products, Vendor shall pay, and shall protect, defend, indemnify and hold harmless Hyve Solutions and each customer (including their subsidiaries and affiliates, their successor and assigns) at Vendor’s expense from and against any claim, charge, demand, proceeding, suit, liability, cost, expense, order, decree, attorneys’ fees, court costs, trial or appeal and judgment including damages of any kind resulting from, arising out of or in connection with any actual or claimed: (a) personal injury, property damage or loss of any nature whatsoever alleged to have occurred as a result of the Products; (b) any defect in material, workmanship, or design; (c) Vendor’s failure to comply with any applicable federal, state, local or foreign statute, law, regulation, ruling or ordinance; (d) Intellectual Property infringement; (e) any adverse environmental impact or effect, whether such environmental conditions existed, developed or were created prior to or during the term of this agreement; or (e) any breach of any representation or warranty or agreement of Vendor. Vendor agrees to reimburse Hyve Solutions for any and all costs and expenses (including attorneys’ fees) incurred in responding to any subpoena or other compulsory process relating to the Products.

- **Supplier Code of Conduct.** “Code” means the current version of Hyve Solutions’ Supplier Code of Conduct, as modified by Hyve Solutions from time-to-time and which as of the Effective Date is posted at [HyveSupplierCode_R2-0721_May2022.docx](http://hyvesolutions.com). At all times during the term of these Vendor Terms, Vendor shall comply with, and shall ensure that all Vendor contractors, subcontractors (including any affiliates) and its and their personnel comply with, the requirements of the Code. Subject to Vendor’s site safety and security requirements, Hyve Solutions or an external monitor, who has signed Hyve Solutions’ standard confidentiality or non-disclosure agreement, shall have the right to visit Vendor’s facilities to assess compliance with the Code, and to audit Vendor’s wage, hour, payroll, and other worker records and practices. Such audits will be conducted in an efficient manner and with minimal disruption of Vendor’s operations. Vendor shall promptly implement corrective action to remedy any material non-conformance identified by Hyve Solutions. Vendor shall periodically assess its contractors’ and subcontractors’ compliance with the Code and require prompt corrective action to remedy any material non-conformance identified.

- **Responsible Business Alliance (RBA).** Hyve Solutions is a corporate member of the RBA. As part of Hyve Solutions’ RBA membership, and its own corporate values and Supplier Code of Conduct, Hyve Solutions is committed to
implementing RBA’s Code of Conduct in its own operations and requiring its suppliers to do the same. Hyve Solutions requires its suppliers to establish a “trading relationship” and share their latest RBA reports (listed below) with Hyve Solutions in the RBA Online Reporting Platform.

- Your current year RBA Corporate Self-assessment Questionnaire (SAQ)
- Your current year RBA Facility Risk SAQs for each of your facilities that manufactures the products, parts and components sold/shipped to Hyve Solutions
- Your RBA Validated Assessment Program (VAP) Audit Reports, also for each of your facilities that manufactures the products, parts and components sold/shipped to Hyve Solutions
- When requested, share your Corrective Action Plans (CAP)s and CAPs implementation progress for your most recent RBA audit findings with Hyve Solutions.

- **Outsourcing.** If Vendor outsources manufacturing, Vendor must identify the name(s) of Vendor’s suppliers and location(s) of the suppliers’ facilities where the products, parts and components sold or shipped to Hyve Solutions are manufactured.

- **Change of Manufacturing Facility.** Vendor must notify Hyve Solutions in writing, and with at least 3 months advance notice, whenever Vendor plans to change manufacturing facilities that support Hyve; or to the list of outsourced supplier facilities that manufacture the products, parts and components sold or shipped to Hyve Solutions.

- **Entire Agreement and Modification.** These Vendor Terms shall constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the transactions contemplated hereby. No modification of these Terms shall be binding, unless in writing and signed by an authorized representative of each party.

- **Severability.** In case any one or more of the provisions contained in these Terms shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

- **Disputes.** Excluding disputes relating to BREACH OF CONFIDENTIALITY, NON-SOLICITATION AND EPIDEMIC FAILURE, any and all other disputes of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of these
Vendor Terms shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Alameda County, California. In the event of any litigation arising out of these Vendor Terms or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys’ fees and court costs.

- **Jurisprudence.** These Vendor Terms shall be governed by and construed in accordance with the laws of California and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- **Notice.** All written notices required by these Vendor Terms must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.
- **Order of Precedence.** In the event of a conflict or inconsistency between a term or provision of any Vendor document (including any pre-printed terms contained therein) and a term or provision of these Vendor Terms, these Vendor Terms will control. Without limiting the foregoing, the order of precedence language in this paragraph specifically supersedes any conflicting language in any Vendor invoice.