



**Genera Terms and
Conditions Purchase of
Goods & Services**

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and the services ("**Services**") by Genera ("**Genera**") from the Vendor named on the attached Purchase Order with these Terms ("**Vendor**").

Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) Any purchase order, statement of work and/or quotation by the Vendor (the "**Purchase Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Vendor's general terms and conditions of sale regardless whether or when Vendor has submitted its sales confirmation or such terms. This Agreement expressly limits Vendor's acceptance to the terms of this Agreement. Fulfillment of this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods.

(a) Vendor shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If Vendor fails to deliver the Goods in full on the Delivery Date, Genera may terminate this Agreement immediately by providing written notice to Vendor and Vendor shall indemnify Genera against any losses, claims, damages, and reasonable costs and expenses directly attributable to Vendor's failure to deliver the Goods on the Delivery Date.

(b) Unless otherwise agreed to in writing and set forth in the Purchase Order, Vendor shall deliver all Goods to Genera's site located in Vonore, TN (the "Delivery Point") during Genera's normal business hours or as otherwise instructed by Genera. Vendor shall pack all goods for shipment according to Genera's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Vendor must provide Genera prior written notice if it requires Genera to return any packaging material. Any return of such packaging material shall be made at Vendor's risk of loss and expense.

(c) Vendor acknowledges that time is of the essence with respect to Vendor's obligations hereunder and the timely delivery of the Goods.

3. Quantity. Vendor shall deliver the quantity as set forth in the Purchase Order. If Genera does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery shall be made FOB Delivery Point unless otherwise set forth in the Purchase Order in accordance with the terms on the face of this Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to Genera upon delivery of the Goods at the Delivery Point

6. Performance of Services.

- (a) Vendor shall provide the Services to Genera as described and in accordance with the schedule set forth on Purchase Order and in accordance with the terms and conditions set forth in these Terms.
 - (b) Services performed by Vendor shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. Vendor shall provide qualified and, where required, suitably licensed personnel to perform the Services, unless otherwise agreed in writing by the Parties.
7. **Price.** The price of the Goods and Services shall be the prices as stated in Purchase Order or quote attached to these Terms (the "**Price**"). Unless otherwise specified in the Purchase Order, the Price for Goods includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Genera.
8. **Payment Terms.** Unless otherwise agreed to in writing by the Parties, Vendor shall issue an invoice to Genera on or any time after the completion of delivery and only in accordance with these Terms. A discount of two percent (2%) shall apply for payments made within fifteen (15) days from Genera's receipt of invoice. The full invoice amount is due within forty-five (45) days following Genera's receipt of invoice, except for any amounts disputed by Genera in good faith.
9. **Vendor's Obligations Regarding Services.** Vendor shall:
- (a) comply with all rules, regulations and policies of Genera,
 - (b) maintain complete and accurate records relating to the provision of the Services under this Agreement and shall allow Genera to inspect and make copies of such records;
 - (c) all subcontractors and affiliates of Vendor, other than Vendor's employees, t (each such approved subcontractor or other third party, a "**Permitted Subcontractor**") shall not relieve Vendor of its obligations under the Agreement, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees.
 - (d) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Genera; and
 - (e) keep and maintain any Genera equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Genera's written instructions or authorization.
10. **Warranties.**
- (a) Vendor warrants to Genera that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
 - (b) Vendor warrants to Genera that for a period of twelve (12) months from the Delivery Date, all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Genera; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

- (c) These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Genera; and
 - (d) If Genera gives Vendor notice of noncompliance pursuant to this Section, Vendor shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Vendor and the delivery of repaired or replacement Goods to Genera, and, if applicable. If Genera gives Vendor notice of noncompliance pursuant to this Section for Services, Vendor shall, at its own cost and expense, promptly repair or re-perform the applicable Services.
- 11. General Indemnification.** Vendor shall defend, indemnify and hold harmless Genera and Genera's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Services purchased from Vendor or Vendor's negligence, willful misconduct or breach of the Terms.
- 12. Limitation of Liability.** Nothing in this Agreement shall exclude or limit (a) Vendor's liability under the provisions of Confidentiality, Warranties, General Indemnification, and Intellectual Indemnification, or (b) Vendor's liability for fraud, personal injury or death caused by its negligence or willful misconduct.
- 13. Insurance.** During the term of this Agreement, Vendor shall maintain the following types of standard insurance policies:
- (a) Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 per project or per location general aggregate, covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability.
 - (b) Commercial Automobile Liability Insurance, including coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles, for both bodily injury and property damage in accordance with applicable Legal Requirements, with a limit of not less than \$1,000,000 combined single limit per occurrence.
 - (c) Worker's Compensation Insurance, with statutory limits, covering all of Contractor's employees, on terms and conditions as required by applicable law;
- 14. Compliance with Law/Company Policies.** Vendor shall comply with all applicable laws, regulations and ordinances in connection with this Agreement. Further, Vendor shall follow company policies and procedures when providing Services on Genera property.
- 15. Termination.** In addition to any remedies that may be provided under these Terms, Genera may terminate this Agreement with immediate effect upon written notice to the Vendor, either before or after the delivery of the Services, if Vendor has not performed or complied with any of these Terms, in whole or in part. If the Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Genera may terminate this Agreement upon written notice to Vendor. If Genera terminates the Agreement for any reason, Vendor's sole and exclusive remedy is payment for the Services accepted by Genera prior to the termination.
- 16. Confidential Information.** All non-public, confidential or proprietary information of Genera, including but not limited to, specifications, samples, patterns, designs, plans, drawings,

documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Genera to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Genera in writing. Upon Genera's request, Vendor shall promptly return all documents and other materials received from Genera. Genera shall be entitled to injunctive relief for any violation of this Section.

17. Human Rights and Responsible Sourcing

- (a) **Human Rights Commitments.** Vendor shall conduct its business operations in a manner that respects state, federal and internationally recognized human rights, including but not limited to those outlined in the UN Guiding Principles on Business and Human Rights, the ILO Core Conventions, and the applicable laws of the state of Tennessee and the United States prohibiting forced labor, child labor, and human trafficking. Vendor shall take reasonable and ongoing measures to identify, prevent, mitigate, and account for adverse human rights impacts in its supply chain.
- (b) **Due Diligence and Continuous Improvement.** Vendor agrees to implement and maintain a human rights due diligence program aligned with industry standards and to cooperate in good faith with Genera's own due diligence processes. This includes regular supply chain assessments, remediation planning, and stakeholder engagement where relevant.
- (c) **Monitoring and Remediation.** Genera reserves the right to audit Vendor's compliance to this Section. If a human rights harm is identified, Vendor shall implement a corrective action plan acceptable to Genera. Continued failure to address such harm in a timely and effective manner shall constitute a material breach of this Agreement.

18. Assignment. Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Genera. Any purported assignment or delegation in violation of this Section shall be null and void. Genera may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of Genera's assets.

19. Governing Law/Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee in each case located in the City of Knoxville and County of Knox, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

20. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

21. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
22. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.