

## Terms and Conditions of Sale

Last Updated: 07.03.2025

**1. ENTIRE AGREEMENT/ORDERS.** This agreement is between CDI Products, LLC ("CDI") and the purchaser as identified on CDI's acknowledgement ("Purchaser"). No order for CDI's goods or services shall be binding upon CDI until acknowledged in writing by CDI. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement (the "Agreement") between CDI and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after CDI's written acknowledgement is rejected and all documents exchanged prior to CDI's written acknowledgement shall constitute preliminary negotiations and are not part of any agreement between the parties. Communications, orders, acknowledgements, and any other types of documents submitted by Purchaser or included on Purchaser's own purchase order forms, which contain language modifying, adding to, contrary to, or inconsistent with these Terms and Conditions or the Agreement are hereby expressly rejected and of no force or effect. Acceptance of this Agreement is expressly made conditional upon Purchaser's assent to these Terms and Conditions. In no event will CDI be deemed to have in any way agreed to change, enlarge or modify its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which CDI satisfies an order submitted on Purchaser's own purchase order form.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of (a) acceptance of CDI's quotation, (b) acceptance of delivery of the goods or services, or (c) the issuance of a purchase order to CDI, which conforms to CDI's quotation.

No acknowledgement by CDI and no provision of CDI's Terms and Conditions shall be subject to change in any manner except as agreed to in writing by an officer of CDI.

**2. PRICES.** Until acceptance of a purchase order is acknowledged in writing by CDI, all prices are subject to change. Written quotations expire forty-five (45) calendar days from the date of quotation unless otherwise agreed upon in writing by the parties. Verbal quotations are non-binding on CDI. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by CDI from Purchaser, shall be paid by Purchaser to CDI unless Purchaser furnishes CDI with exemption certificates acceptable to the relevant taxing authorities. CDI reserves the right to revise final quoted prices of work in process due to any change in the order on the part of the Purchaser.

**3. TERMS OF PAYMENT.** Invoices are due and payable by Purchaser net thirty (30) days from the date of invoice unless otherwise agreed upon in writing by CDI. Past due accounts will bear interest at the greater of: (a) the maximum interest rate permissible by law, or (b) a rate of 3% per month of the outstanding amount. All invoices shall be paid in U.S. dollars, unless otherwise agreed upon by CDI in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. CDI may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

CDI reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, CDI may request cash payment or satisfactory security from Purchaser prior to shipment of goods. If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when CDI is prepared to ship the goods or perform the services. The goods may thereafter, at CDI's option, be stored at the risk and expense of Purchaser.

In the event of nonpayment of an invoice when due, and without prejudice to CDI's other rights and remedies under the law, CDI shall have the right to suspend its performance hereunder, including without limitation, any further work, or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after Purchaser's receipt of CDI's written demand, CDI may terminate this Agreement without penalty or liability to Purchaser.

**4. DELIVERY.** CDI shall not be liable for any damage as a result of any non-delivery or delay due to any cause beyond CDI's reasonable control, including, without limitation, changes by Purchaser that impact any delivery date or otherwise cause delay unless otherwise agreed upon by CDI in writing; an act of God; act of Purchaser; embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities.

**5. SHIPMENT/RISK OF LOSS.** Unless otherwise noted, all sales of goods are made Ex Works CDI's facility (Incoterms 2020). Risk of loss shall pass from CDI to Purchaser upon CDI's delivery of the goods to Purchaser's shipping courier. CDI will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will CDI be liable to Purchaser or any third party for claims related to the late delivery of goods. Claims for shortage or other quantity errors must be made in writing to CDI within five (5) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance of the goods and a waiver of all such claims by Purchaser.

CDI, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by CDI. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

**6. TOOLS/DIES.** All tools, patterns and other equipment used in the manufacture of any of CDI's goods or performance of any of CDI's services shall remain the property of CDI unless otherwise expressly agreed upon in writing by CDI. Purchaser shall not permit any third party to use such equipment nor disclose to any third party any technical, dimensional or design details, or any other information in respect of such equipment at any time.

**7. WARRANTY/CLAIMS.** Purchaser acknowledges that it has selected and ordered goods based on its own skill and judgment and agrees that it is responsible for ensuring that the goods selected are fit for Purchaser's purpose. CDI warrants only that such goods have been produced in accord with CDI's standard practices with regard to materials and workmanship and no samples or prior description of goods shall constitute an express warranty by CDI. If goods are non-conforming to CDI's written acknowledgement, CDI, at its option and subject to the terms of this Section 7 and Section 9, will either (i) allow Purchaser to return the goods and receive repayment of the price or (ii) repair or replace the goods. No goods are to be returned to CDI without prior written consent of CDI and the assignment of a return goods authorization number by CDI.

Purchaser is liable to pay for all associated costs incurred by CDI due to Purchaser's selection of noncompliant or defective designs and materials. These associated costs are calculated based on any additional costs incurred by CDI in managing the noncompliant or defective products, including, but not limited to, all reworks, investigations and other consequential costs.

CDI shall not be responsible for any selection made by Purchaser and will not have any liability to Purchaser for any loss, damages, costs or expenses suffered by Purchaser as a result thereof.

(a) THE WARRANTY IN THIS SECTION 7 IS IN LIEU OF ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY OTHER WARRANTY IMPLIED BY STATUTE, COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, AND OBLIGATION ON THE PART OF THE SELLER.

(b) CDI shall have no obligation under this warranty if damage to the goods occurs because of Purchaser's failure to comply with CDI's written storage procedures for the goods or improper handling or operation, modification of the goods, abuse, misuse, unauthorized repairs made or attempted and/or where equipment is operated above rated capacity. In response to any warranty claim hereunder, CDI shall have the right to inspect the damaged or defective goods.

(c) No agent, employee or representative of CDI has authority to bind CDI to any affirmation, representation or warranty concerning the goods sold.

(d) Upon receipt, Purchaser shall inspect the goods. All notice of claims, including claims for alleged defective goods, must be made within (i) thirty (30) days of receipt of such goods; or (ii) prior to the installation of such goods into any other products, whichever period is shorter (collectively, the "Inspection Period"). If no notice of claim is made within such Inspection Period, the goods shall be deemed to be irrevocably accepted by Purchaser and all claims against CDI are waived and forever barred. Purchaser agrees that any litigation or arbitration relating to any claim must be commenced within one (1) year after date of shipment by CDI. Purchaser hereby expressly assumes all liability for all damage and injury occurring before and after said time periods if notice is not made pursuant to this Agreement.

**8. PURCHASER SUPPLIED MATERIALS.** Purchaser warrants that any materials, inserts, or parts supplied to CDI will conform to all indicated specifications and will be timely delivered. CDI shall not be liable for any damages related to parts or materials supplied by Purchaser, including damage to the part or material itself, or damage caused by defective materials, inserts, or parts. CDI extends no warranty and shall not be liable for any CDI goods that are defective as a result of Purchaser supplied materials, inserts, or parts and Purchaser shall be required to purchase any goods into which CDI incorporates any Purchaser supplied materials, inserts, or parts at the then applicable price for such goods.

**9. LIMITATION OF LIABILITY/INDEMNITY.** CDI's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds or theory of liability, shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming goods, subject to the provisions of Section 7. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between CDI and Purchaser and constitutes the basis of the parties' bargain, without which CDI would not have agreed to the price or terms of this transaction.

CDI SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGE. In addition, if CDI furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject CDI to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies CDI goods or incorporates CDI goods into another product or component part, Purchaser agrees to hold harmless, fully defend and indemnify CDI, including its directors, officers, employees, agents and representatives (collectively, "CDI Indemnitees") from any and all claims, liabilities, losses, penalties, interest, costs, damages and expenses (including attorneys' fees and litigation costs) involving personal injury or property damage. Purchaser also agrees to hold harmless, fully defend and indemnify CDI and the CDI Indemnitees from and against any and all patent or other intellectual property claims related to (i) any CDI goods made in accordance with Purchaser's designs or specifications; (ii) the use of any drawings provided to CDI by Purchaser for use in the manufacture, production or assembly of such goods, or (iii) Purchaser's modification of CDI goods or Purchaser's combination of CDI's goods with another product, which in either case was not previously authorized by CDI.

**10. WAIVER AND CHOICE OF LAW.** The failure of CDI to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of CDI to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect CDI's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions. All transactions shall be governed by the laws of the State of Texas, United States of America, excluding conflict law rules. The provisions of the United Nations Convention on Agreements for the International Sale of Goods shall not apply.

**11. DISPUTE RESOLUTION/ATTORNEYS' FEES.** Any dispute, controversy or claim arising out of or related to this transaction where the amount in controversy does not exceed the sum of \$50,000, exclusive of interest and costs, shall be resolved by means of binding arbitration. A demand for arbitration shall be served by the party seeking arbitration on the other party by certified mail. Within forty-five (45) days after a party demands arbitration, the parties shall select a single arbitrator. The selected arbitrator shall conduct the arbitration in a manner substantially similar to the procedures set forth in the Commercial Arbitration Rule of the American Arbitration Association ("AAA"). If the parties are unable to agree on an arbitrator, the party demanding arbitration shall file a demand for arbitration with the AAA and the arbitration shall then proceed in accordance with the Commercial Arbitration Rules of the AAA. In all circumstances, the arbitration shall take place in Houston, Texas.

Any dispute, controversy or claim arising out of this transaction where the amount in controversy exceeds the sum of \$50,000, exclusive of interest and costs, shall be adjudicated exclusively by a court of competent jurisdiction in Houston, Texas. The parties hereto irrevocably consent to the personal jurisdiction of and venue in a court of competent jurisdiction in Houston, Texas and irrevocably waives any claim or challenge to such jurisdiction or venue.

In the event of any action or proceeding related to a transaction subject to this Agreement where CDI is determined to be the prevailing party with regard to some or all claims, Purchaser agrees to pay all of CDI's attorney's fees and litigation costs up through and including any appeal.

**12. CANCELLATION, CHANGES.** Purchaser shall have no right to make any changes or to cancel this Agreement after CDI commences the production of any specially manufactured goods for Purchaser or CDI prepares the goods to be provided hereunder for shipment, unless agreed upon in writing by CDI and provided that Purchaser will pay CDI for any costs incurred prior to the cancellation and/or any increased costs as a result of any modification.

**13. EXPORT CONTROL REGULATIONS COMPLIANCE.**

A) CDI Group Positions

Purchaser acknowledges that CDI has defined Group Positions, which consist of list of countries to which Michelin refuses and prohibits any direct or indirect sales (including transit across these countries) which as of the date of the Agreement comprises Cuba, Iran, North Korea, Syria. These Group Positions, which may contain more restrictive provisions than the Trade Restrictions as defined below, are based on commercial considerations and other compliance concerns, including but not limited to: money laundering and corruption concerns and concerns related to the financing of terrorism. These Group Positions apply to the Products sold as spare parts or incorporated in a higher-level assembly (such as fitted unit, a ground vehicle, a plane, etc...). Purchaser shall respect such Group Positions. CDI reserves the right to regularly change such list of countries during the term of this Agreement. Purchaser shall only be required to comply with such change only where and to the extent such change has been notified in writing to Purchaser.

B) Trade Restrictions

Purchaser shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the CDI goods, including but not limited to those relating to: trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products), altogether defined hereafter as "Trade Restrictions". For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America.

Purchaser shall not cause CDI to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions. Furthermore, Purchaser will not supply, sell, transfer, export, re-transfer, re-export, or otherwise make available or use any CDI good supplied by CDI in order to circumvent, evade or avoid any applicable Trade Restrictions.

Purchaser shall only supply, sell, transfer, export, re-transfer, re-export, otherwise make available or use CDI goods as permitted by applicable law and shall not supply, sell, transfer, export, re-transfer, re-export, or otherwise make available, either directly or indirectly, any CDI goods:

- (a) To any individual, entity or body resident, located, registered, incorporated, domiciled or head-quartered in any jurisdiction targeted by applicable Trade Restrictions;

- (b) To any "Restricted Person": Restricted Person shall mean any individual, entity or body either: (1) specifically designated or listed under Trade Restrictions; (2) owned or controlled by any person specifically designated or listed under Trade Restrictions; or, (3) acting for or on behalf of any person specifically designated or listed under Trade Restrictions and
- (c) For any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions,

Where CDI has reasonable cause to suspect that any CDI good may be or has been supplied, sold, transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction targeted by applicable Trade Restrictions, or to a Restricted Person, or for any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions, CDI reserves the right to:

- (i). Immediately suspend its performance under the Agreement;
- (ii). Request further information or documentary evidence from Purchaser, including but not limited to:
  - a. Any licences, authorisations, permits, or approvals obtained by the Purchaser with respect to the supply, sale, transfer or export of the CDI goods;
  - b. Any End User Certificates or Undertakings supplied to the Purchaser;
  - c. Any shipping or commercial documentation, including: invoices; or, bills of lading, in order to verify the end use(s) or end user(s) of the CDI goods.
- (iii). Take any other appropriate and proportionate measure regarding its commercial relationship with the Purchaser.

Purchaser certifies that, as of the date hereof, neither Purchaser, nor any of the Purchaser's Group Companies, nor any of their respective directors or officers is a Restricted Person. Purchaser shall immediately notify CDI if Purchaser, or any of the Purchaser's Group Companies, or any of their respective directors or officers becomes a Restricted Person. Furthermore, Purchaser shall immediately inform CDI if Purchaser is or become aware or has reasonable cause to suspect that either the Purchaser, or any of the Purchaser's Group Companies, or any of their respective directors or officers may become a Restricted Person.

In the event that any CDI good supplied by CDI is re-supplied, re-sold, re-transferred, re-exported, re-distributed or otherwise made available to any third party, Purchaser shall take all actions reasonably necessary to ensure that such third parties: (i) comply with any applicable Trade Restrictions and CDI Group Positions; and, (ii) do not cause CDI to directly or indirectly violate any applicable Trade Restrictions or CDI Group Positions.

Purchaser shall indemnify and hold harmless CDI from and against any losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any noncompliance with Trade Restrictions or CDI Group Positions by Purchaser. Purchaser shall be responsible for any act or omission of Purchaser, its officers, employees, affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

C) Sanctions & Export Control regarding Russia, Belarus, and Sanctioned Regions of Ukraine (Crimea region and the oblasts of Donetsk, Kherson, Luhansk and Zaporizhzhia or any other regions of Ukraine which may become sanctioned in the future)

1) Purchaser shall not sell, export or re-export, transit, directly or indirectly, to, within or through, or for use in Russia or Belarus or Sanctioned Regions of Ukraine, any goods or technologies supplied under or in connection with this Agreement that fall within the scope of applicable sanctions regimes imposed by relevant jurisdictions (notably United States of America, European Union, Canada, United Kingdom) applicable to the above listed territories. Purchaser shall not take any action that may expose CDI entities or employees to potential liability under the same sanctions measures. For the avoidance of any doubt, Purchaser receiving U.S.-sourced/U.S. jurisdiction products is prohibited from directly and indirectly exporting them to, reexporting them to, transferring them within or through, or for use in the above listed countries and territories.

2) Purchaser shall undertake its best efforts to ensure that the purpose of paragraph C.1) is complied with by any third parties further down the commercial chain, including by possible resellers.

3) Purchaser shall set up and maintain an adequate monitoring mechanism to detect any conduct by any third parties further down the commercial chain, including by possible resellers, that would contravene the objective of paragraph C.1). Purchaser is also aware of the potential punitive legal risks related to circumventing the sanctions imposed against these countries or regions by using third countries which do not impose sanctions against these countries or regions. In consequence, Purchaser shall undertake to carry out appropriate due diligence, including detection of red flags, on the use of or trade of any CDI products or services, to avoid involving any products, services, companies or employees of CDI in a transaction or activity which may expose them to potential liability under applicable sanctions regimes.

4) Any violation of paragraphs C.1), C.2) or C.3) shall constitute a material breach of an essential element of the Agreement, and CDI shall be entitled to seek appropriate remedies, and take appropriate actions, including, but not limited to:

- a) immediate suspension of the Agreement; and/or
- b) immediate termination of this Agreement; and
- c) a penalty of up to 100% of (i) the total value of the Agreement or (ii) the price of the goods and services sold or exported, whichever is higher.

5) Purchaser shall immediately inform CDI of any information or knowledge that indicates non-compliance with paragraphs C.1), C.2) or C.3), including notably any relevant activities by third parties that may contravene the purpose of paragraph C.1). Purchaser shall make available to CDI any information concerning compliance with the obligations under paragraph (C.1), C.2) and C.3) as soon as reasonably practicable of the written request of such information.

**14. ETHICS AND COMPLIANCE.** Purchaser agrees that (a) in its business dealings with CDI, it will adhere to the highest standards of ethical conduct, such as set forth in the Michelin Code of Ethics, available at <http://ethique.michelin.com/en>; and (b) be aware of and comply with the laws and regulations that apply to Purchaser. In the event of inconsistency between any applicable law or regulation and any provision of these Terms and Conditions, the more stringent requirement shall take precedence.

Purchaser shall apply a “zero tolerance” policy with regard to corruption and influence peddling. In particular, Purchaser agrees that it will not (1) offer, promise or give, or (2) attempt or conspire to offer, promise or give, any unfair advantage, whether monetary or of any other nature, directly or indirectly through an intermediary, to a public official or to any professional relation, for that official or professional relation or for a third party, such that the official, professional relation or third party acts or refrains from acting in the performance of their duties, with a view to obtaining or retaining an activity or other advantage improperly.

With respect to gifts and invitations, Purchaser agrees to refrain from any practice aimed at (1) directly or indirectly improperly influencing the judgment of any of CDI’s personnel or (2) obtaining any undue advantage.

In the event that CDI reasonably believes that Purchaser has violated this clause, CDI reserves the right to (a) immediately suspend its performance under the Agreement; (b) request further information or documentary evidence from Purchaser that in CDI’s good faith judgment is related to the suspected violation; and (c) take any other appropriate and proportionate measure regarding its commercial relationship with the Purchaser.

An Ethics Line is available that can be used by anyone to report any potential breach of any applicable laws and regulations and/or Michelin’s Code of Ethics and Anti-Corruption Code of Conduct. An alert can be submitted through the following link: <http://michelingroup.ethicspoint.com/>.

**15. ELECTRONIC SIGNATURE.** Both parties agree that this particular contract may be conducted by electronic means and executed by an electronic signature, and such electronic signature will appear on the agreement just as a handwritten signature would for the purpose of establishing the validity, enforceability and admissibility of the contract.

**16. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.** Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party’s consent. As used herein, the term “Affiliate” shall mean any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. CDI may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser, which shall mean any acquisition of substantially all of Purchaser’s assets, or the acquisition of 30% or more ownership in Purchaser’s company by a third party. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties’ course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of CDI. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

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The terms and conditions have been read and approved by me, a representative of the company authorized to approve policy and commit the company to contractual agreements, on the date indicated below:

Business Name		Tax ID	
Signature		Printed Name	
Title		Date	