TERMS AND CONDITIONS OF PURCHASE

"Buyer" means Generac Power Systems, Inc, or its affiliated companies. "Supplier" means the party selling the applicable products and/or services (collectively, "Deliverables") to Buyer. Buyer and Supplier are each designated as a "Party" and, collectively, the "Parties." References to "Deliverables" include items specifically provided for in the Purchase Agreement (as defined below) or incorporated in services Buyer purchases from Supplier. By selling the Deliverables to Buyer, Supplier confirms that the following terms and conditions apply to Buyer's purchases (these "Terms"). Any modifications to these Terms must be in writing and signed by Buyer.

1. TERMS AND CONDITIONS OF PURCHASE. (a) **Governing Terms**. Any Deliverables Buyer purchases from Supplier by electronic, phone, paper or any other form of transmission, are purchased subject to the following: (i) if Supplier already has a written agreement signed by both Parties covering the sale of the Deliverables currently in effect with Buyer, then the terms of that agreement, together with these Terms, to the extent these Terms are not in conflict with such signed agreement, constitute the complete agreement; or (ii) if Supplier does not already have a fully signed agreement with Buyer, then these Terms constitute the complete agreement. The complete agreement, as described in Sections 1(a)(i) and 1(a)(ii) above, shall be referred to as the "Purchase Agreement". Any other terms or conditions proposed by Supplier which differ from or are in addition to the Purchase Agreement, including, without limitation, Supplier's standard printed terms and conditions, whether printed on Supplier's proposal, order acknowledgement, invoice or otherwise, are hereby deemed to be material alterations and shall not have any application to any purchase between Buyer and Supplier unless specifically accepted in writing by Buyer.

(b) **Assignment and Subcontracting**. Supplier may not assign or subcontract its obligations under the Purchase Agreement without the prior written consent of Buyer, and if Supplier does so, the assignment or subcontract will be void. Buyer may assign the Purchase Agreement, or any of its rights or obligations hereunder, to any of its subsidiaries or affiliates, or to any purchaser of, or successor to, all or substantially all of the assets of Buyer's business or of the division/product line to which the Purchase Agreement relates, without Supplier's consent.

(c) **Waiver**. Buyer's rights or remedies set forth in the Purchase Agreement are not exclusive and shall be cumulative and in addition to all other legal or equitable rights or remedies available under applicable law. Buyer's failure at any time to enforce any right or remedy available to it under the Purchase Agreement, or otherwise, shall not be construed as a waiver of such right or remedy.

(d) **Governing Law; Venue; Jurisdiction**. The Purchase Agreement shall be construed in accordance with the substantive laws of the State of Wisconsin. Any dispute arising out of or in connection with the Purchase Agreement shall be adjudicated in federal or state courts located in the State of Wisconsin. Each Party specifically waives all objections to such jurisdiction and venue. Neither the Purchase Agreement nor sales hereunder will be governed by the UN Convention on Contracts for the International Sale of Goods.

(e) **Forecasts.** Buyer may provide Supplier with forecasts of its future anticipated Deliverable requirements. Supplier acknowledges that any such forecasts, including, without limitation, estimated annual volumes, are for informational purposes only and are nonbinding. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such forecasts, including, without limitation, with respect to the accuracy or completeness of such forecasts.

(f) **Spare and Replacement Parts.** In return for Buyer agreeing to enter into the Purchase Agreement, Supplier grants to Buyer an option during the term of such Purchase Agreement and for ten (10) years thereafter to purchase component parts of any Deliverables, including those which become obsolete during the term of such Purchase Agreement, at the lowest price at which Supplier sells such parts. Prices for such parts shall be firm, at the last pre-termination price or pre-obsolescence price, as applicable, for the first five (5) years following the termination of such Purchase Agreement or obsolescence of such Deliverable, as applicable, except for and only to the extent changes are required by cost differences in packaging.

2. PRICING; PAYMENT. (a) **Prices**. Unless otherwise provided elsewhere in the Purchase Agreement, prices are: (i) as stated in the Purchase Agreement, (ii) in U.S. dollars; (iii) not subject to increase for the duration of the Purchase Agreement; and (iii) DDP (INCOTERMS 2020) at a facility specified by Buyer, unless otherwise agreed to by the Parties in writing. No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.

(b) **Invoices.** Supplier shall issue an invoice to Buyer on or after the completion of delivery and only in accordance with this Purchase Agreement which shall reference the purchase or sales order number. Unless prohibited by law, Supplier will separately indicate on its invoices any taxes or customs duties imposed on the sale or delivery of the Deliverables. At any time, Buyer may set off any liability or amount owed by Supplier to Buyer or any of its affiliated companies against any amount payable at any time by Buyer under the Purchase Agreement.

(c) **Invoice Schedule**. Payment terms shall be on the next scheduled twice-monthly payment date ninety (90) days following the date of Buyer's receipt of conforming invoice and related Deliverables in accordance with Section 3(c) below; provided, however, Buyer shall be entitled to a two percent (2%) discount on the invoiced amount for any payment made within fifteen (15) days following Buyer's receipt of a conforming invoice and related Deliverables.

(d) **Preferential Pricing**. Supplier warrants that it is selling the Deliverables at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers any buyer for Deliverables of the same or similar quality and volume to that provided for in the Purchase Agreement. If, during the term of the Purchase Agreement, Supplier makes an offer to sell any such Deliverables to a third party at a lower price or upon one or more terms that are more favorable than the price or terms then applicable under the Purchase Agreement, Supplier shall notify Buyer of the same and an equivalent reduction or modification of terms will apply to all Deliverables purchased thereafter for the balance of the term of the Purchase Agreement.

(e) **Market Competitiveness**. If at any time during the term of the Purchase Agreement a third party makes a competitive offer to sell Deliverables pursuant to one or more terms (including price, volume, quality and/or payment terms) that are more favorable to Buyer than the terms then in effect under the Purchase Agreement (the "Favorable Terms"), and Buyer chooses to notify Supplier of such Favorable Terms, then Supplier will meet, or notify Buyer that it will not meet, such Favorable Terms within fourteen (14) days of receipt of Buyer's notice thereof. Supplier's failure to meet such Favorable Terms within such fourteen (14) day period shall be deemed a decision not to meet such Favorable Terms regardless of whether Supplier specifically notifies Buyer thereof. If Buyer is obligated under the Purchase Agreement to buy certain quantities of Deliverables from Supplier and Supplier does not meet the Favorable Terms, Buyer will be released from its obligations to Supplier, if any, with respect to any quantities of Deliverables available from the third party on such Favorable Terms.

(f) **Responsibility for Taxes**. Buyer will be responsible for all sales, use, and similar taxes (excluding taxes based on or measured by the net income, net worth or gross receipts of Supplier) imposed as a result of the sale of Deliverables. With notice to Supplier, Buyer may pay such taxes directly to the taxing authority where allowed by law. Supplier shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer's request, Supplier will provide written evidence that Supplier is properly licensed to collect the taxes paid by Buyer.

(g) **Minimum Purchase Requirements**. If the Purchase Agreement obligates Buyer to buy a percentage of its Deliverable requirements from Supplier,

reasonable amounts of Deliverables purchased from a third-party supplier for purposes of qualifying such Deliverables shall be deemed excluded from Buyer's requirements and can be used by Buyer for commercial production and sale so long as Buyer reasonably determines that the quality, timing or other terms of purchase of Deliverables from Supplier hereunder are not likely to meet the terms of the Purchase Agreement.

3. DELIVERY. (a) **Time is of the Essence**. Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Supplier will immediately notify Buyer in writing of any actual or potential delivery delays, and will use all commercially reasonable efforts to meet the required delivery date. Buyer has no obligation to accept deliveries that are not made on the required delivery date. If Supplier fails to meet a required delivery date, Buyer may replace such Deliverables with goods from a third party and charge Supplier the cost thereof and terminate this Purchase Agreement for cause in accordance with Section 17 of this Purchase Agreement. Supplier will indemnify Buyer for all costs Buyer incurs as a result of early or late deliveries. If Supplier has to use premium freight, then, in addition to any agreed upon Supplier-paid freight expenses, Supplier will be responsible for any incremental costs associated with shipping via premium freight and will notify Buyer in writing of the type and monetary value of the premium freight used (for Buyer's records). Upon Buyer's reasonable request, Supplier shall implement and maintain supply continuity measures, including safety stock, alternate tooling, or dual sourcing.

(b) **Packaging**. Supplier shall, at its expense, package and preserve the Deliverables according to Buyer's instructions to ensure receipt of the Deliverables in an undamaged condition or, if no such instructions exist, according to Buyer's packaging guidelines, which are available at https://www.generac.com/about/supplier-support/, as may be amended by Buyer from time to time.

(c) **Delivery**. Delivery will occur and title to Deliverables will transfer as follows: (i) with respect to product not incorporated into services, upon delivery to, inspection by, and acceptance by Buyer, and (ii) with respect to services or product incorporated into services, when the completed services have been inspected, reviewed or tested, as applicable, and accepted by Buyer. Notwithstanding any Incoterms designation, title and risk of loss shall transfer only as expressly set forth in this Section.

4. INSPECTION; ACCEPTANCE. (a) **Inspection.** Buyer may inspect and test all Deliverables and all materials, equipment and facilities utilized by Supplier in providing Deliverables to Buyer. If inspection or testing is conducted on Supplier's premises, Supplier will provide or make available to Buyer, without charge, all reasonable facilities and assistance required for the inspection and tests. Supplier will maintain an inspection and testing system for the same that is acceptable to Buyer and will keep records of all inspection and testing data and, with respect to Deliverables, samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Buyer in writing, Supplier will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each product lot shipped. (b) **Acceptance**. No inspection, testing, delivery, payment, or use of any Deliverables by Buyer, and no failure or delay by Buyer in inspecting, testing, or rejecting any Deliverables, shall constitute acceptance of, or a waiver of any nonconformity in, such Deliverables, nor shall any of the foregoing relieve Supplier of any of its warranties or other obligations under the Purchase Agreement. Buyer shall have a reasonable period of time following delivery to inspect, test, and evaluate the Deliverables, and no Deliverables shall be deemed accepted unless and until Buyer has expressly accepted them in writing. Buyer may reject, in whole or in part, any Deliverables that fail to conform to the requirements of the Purchase Agreement, including any applicable specifications, drawings, samples, descriptions, or warranties, or that are otherwise defective or nonconforming. Notwithstanding any prior acceptance, Buyer may revoke its acceptance of any Deliverables at any time upon discovery of any nonconformity, defect, or breach of warranty, whether latent or otherwise. Rejected or revoked Deliverables shall be held at Supplier's risk and, at Buyer's sole election, returned to, repaired by, replaced by, or refunded by Supplier, in each case at Supplier's expense (including all transportation, handling, insurance, and related costs). No inspection, acceptance, revocation of acceptance, rejection, or payment by Buyer shall be deemed a waiver of, or otherwise limit or prejudice, any of Buyer's rights or remedies under the Purchase Agreement, at law, or in equity, all of which are cumulative.

5. WARRANTIES; REMEDIES. (a) **Warranties by Supplier**. Supplier warrants that all Deliverables will be: (i) free of any claims by third parties, including but not limited to any claims that the Deliverables, or the use thereof, will in any way infringe or contribute to the infringement of any intellectual property right in the United States or elsewhere, and no claim, action or suit alleging any such infringement or contribution to infringement is pending or threatened against Supplier, its employees, agents, suppliers or contractors; (ii) free of any open source software or other third party software that imposes any obligations or conditions on Buyer's intellectual property or confidential information; (iii) free of any Harmful Code (as defined below) and that Supplier will not introduce any Harmful Code to Buyer through data transmission or other medium; (iv) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer in writing; (v) merchantable; (vi) free from defects in design, materials and workmanship; and (vii) to the extent that Buyer relies on Supplier to specify the Deliverables, fit for their intended purpose. As to services, Supplier further warrants that it possesses the requisite expertise, facilities, and equipment necessary and appropriate to perform the services, and that all services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner.

(b) **Remedies**. If any Deliverables fail to conform to the above warranties, Supplier will, at Buyer's option, compensate Buyer for any related costs incurred by Buyer related to any nonconforming Deliverables and: (i) with respect to products, replace or repair the nonconforming products at Supplier's cost; (ii) with respect to services, re- perform all services necessary to correct any such nonconformity at Supplier's cost; or (iii) refund the purchase price of the nonconforming Deliverables. If Supplier does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at Supplier's expense.

(c) **Warranty Durations**. The above warranties will be in effect for the longer of: (i) the duration of any warranty provided by Buyer in connection with Buyer's sale of its final product, which durations are publicly available and will be provided by Buyer upon written request and are INCORPORATED HEREIN BY REFERENCE; or (ii) thirty-six (36) months from the date Buyer's related final product is first placed into operation. Any replacement Deliverables will also be subject to the above warranties and warranty period. The warranty period for repaired Deliverables will be extended to account for the time lapsed until the repair was completed or replacement was delivered.

(d) **Recalls and Field Fix Programs**. If at any time a governmental agency of any country, state, province or municipality requires Buyer to conduct a product safety recall or a field fix program, or Buyer voluntarily undertakes such an action, and such action is related to the Deliverables (collectively, a "Recall"), Buyer will notify Supplier within thirty (30) days of the initiation of a Recall. Supplier shall indemnify Buyer for a Recall it undertakes, at Buyer's option, for either the repair or replacement of the related Deliverables, and Supplier shall reimburse Buyer for any related costs in accordance with the Recall and as provided in Section 13. Buyer has the right to control the Recall and Supplier shall fully cooperate with Buyer in connection with the Recall.

6. ORDER CHANGES. Prior to shipment or completion of the Deliverables, Buyer reserves the right to change any order specifications, drawings, delivery dates, quantities or other items covered by the Purchase Agreement by giving Supplier written notice of the change. If such change affects the price or delivery date for such Deliverables, the Parties shall agree in writing upon an equitable adjustment to reflect the effect of such change.

7. COMPLIANCE WITH LAWS. (a) **General.** All Deliverables supplied to Buyer shall comply with, and Supplier agrees to be bound by, all applicable foreign, United States federal, state and local laws, orders, rules, regulations, guidelines, standards, limitations, controls, prohibitions, or other requirements contained in, issued under, or adopted pursuant to such laws, including, without limitation, the U.S. Toxic Substances Control Act, RoHS and REACH regulations, environmental and product content and labeling with regard to the sale, use, transport, storage, purchase, lease, PFAS and other applicable chemical and product content requirements, and disposal of the Deliverables. Delivery of any Deliverables shall constitute Supplier's representation to Buyer that there has been and will be full compliance with all applicable laws and these Terms and, at Buyer's request, Supplier shall certify in writing its compliance. Supplier shall, at its own expense, perform or obtain any testing, analysis, certification, or other verification reasonably necessary to demonstrate compliance of the Deliverables with applicable chemical and product content requirements and shall provide supporting documentation to Buyer upon request.

(b) **Anti-bribery & Corruption**. Supplier shall comply with all applicable anti-bribery and corruption laws and regulations. Supplier shall not pay, offer, promise, or authorize the payment of, either directly or indirectly, anything of value (including but not limited to cash or cash equivalents (such as stocks, gift cards, debit cards, or travelers' checks), gifts, entertainment, charitable donations or sponsorships, political donations or sponsorships, products, services, discounts, meals, travel, entertainment, favors, loans, loan guarantees, the use of property or equipment, job offers, transportation, and the payment of expenses or debts) to (i) any government official or employee of any government; (ii) any official or employee of any department, agency, or instrumentality of a government; (iii) any employee of any corporation or entity owned or controlled by a government; (iv) any family member of such officials or employees; (v) any political party, party official, or political candidate; or (vi) any other persons, owners, officers, directors, employees and agents of any corporation or entity to improperly or illegally assist in obtaining or retaining business to the benefit of Buyer (including but not limited to any contracts, avoidance of duties or reduction of tariffs, reduction of taxes or to obtain money owed, or to obtain regulatory approval) or for the purpose of facilitating Supplier's performance of its obligations under this or any other agreement with Buyer.

(c) **Conflict Minerals**. Supplier shall comply with all applicable conflict mineral laws and regulations, including disclosure obligations. If Supplier is providing Deliverables to Buyer under the Purchase Agreement, Supplier shall use commercially reasonable efforts to:

I. identify whether such Deliverables contain tin, tantalum, gold or tungsten or other conflict minerals as defined by applicable law;
II. determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") or other applicable conflict mineral laws or regulations; and
III. perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.

If requested, Supplier will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations.

(d) **Forced Labor**. Supplier, its subsidiaries, subcontractors, and recruiters shall not, directly or indirectly, use, or benefit from, slave, prisoner, child, or any other form of forced or involuntary labor, or withhold worker identity or immigration documents, charge recruitment fees, or engage in abusive employment practices and will comply with all applicable modern slavery or anti-human trafficking laws ("Modern Slavery Laws"). Supplier shall, as soon as reasonably practicable following the completion of the calendar year, or when requested by Buyer, provide Buyer with completed due diligence tool as provided by Buyer, and complete all necessary training and risk mitigation activities as required by Buyer. If requested, Supplier will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's compliance obligations under applicable Modern Slavery Laws. Supplier shall also cooperate with Buyer's requests to complete modern slavery training or undertake other risk mitigation activities, including but not limited to Supplier implementing its own modern slavery compliance program. Supplier shall ensure that neither the products provided by Supplier to Buyer nor the component parts or other inputs used to make these products were directly or indirectly (1) sourced, mined, manufactured, or produced, wholly or in part, from any geographic area known or alleged to be at elevated risk with respect to forced labor; or (2) sourced or produced by entities that are known or alleged to participate in government programs that involve forced labor, including but not limited to recruiting, transporting, transferring, harboring, or receiving forced labor. Supplier shall ensure that all products provided to Buyer, and the component parts and other inputs used to make these products are not (1) subject to a Withhold Release Order issued by U.S. Customs and Border Protection, or (2) sourced directly or indirectly from an entity that appears on: a restricted party list, such as the "Entity List" maintained by the U.S. Department of Commerce, any list maintained by the U.S. Government of entities alleged to be involved in forced labor, or a sanctions list maintained by the U.S. Government.

(e) **Buyer Audits**. Supplier shall permit Buyer to conduct an audit or review of Supplier's financial books and records and business operations related to Supplier's business with Buyer at such times that Buyer considers it necessary to confirm compliance with the anti-bribery and corruption, conflict minerals and modern slavery and human trafficking provisions contained herein. Such audit may be conducted by representatives of Buyer or, at Buyer's sole discretion, by a certified public accounting firm or other consultant selected by Buyer at Buyer's expense. Supplier shall cooperate with any inquiries from Buyer's Ethics & Compliance Group, and respond to requests from such group within five (5) business days.

(f) **Impact of Failure to Comply**. Should Supplier fail to comply with the requirements of Section 7 (a) – (e) above, such failure shall constitute a material breach of this Agreement and the Buyer may terminate this Agreement immediately without any further obligations hereunder.

(g) **Export Control and ITAR Compliance**. If applicable, Supplier shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) and the Export Administration Regulations (EAR) (15 CFR Parts 730-774). Supplier shall not export, re-export, transfer, or disclose, directly or indirectly, any ITAR-controlled technical data or hardware received from Buyer to any "Foreign Person" (as defined in 22 CFR § 120.62) or foreign destination without prior written authorization from Buyer and the required export license or authorization from the U.S. Department of State. Supplier shall ensure that only "U.S. Persons" are utilized in the performance of work involving ITAR-controlled items or data, unless otherwise authorized. Supplier shall maintain adequate security measures to prevent unauthorized access to such materials. If Supplier manufactures or exports defense articles or services as defined on the U.S. Munitions List, Supplier represents that it is currently registered with the Directorate of Defense Trade Controls (DDTC) and will maintain such registration for the duration of this Purchase Agreement. Supplier shall include the substance of this section in all lower-tier subcontracts issued in connection with this Purchase Agreement. Supplier shall indemnify and hold Buyer harmless from all claims, fines, or penalties arising from Supplier's failure to comply with U.S. export control laws.

(h) **Federal Requirements**. The Parties shall comply with all United States federal civil rights laws and obligations under 41 CFR 60-300.5 (a), 60-741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496.

The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status

or disability. The Parties certify they do not operate any programs promoting DEI that violate any applicable United States federal anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

8. CONFIDENTIAL INFORMATION. Supplier acknowledges that all Confidential Information (as defined below) that may be disclosed to it by Buyer or its affiliates will at all times, both during and after expiration of termination of this Purchase Agreement for any reason, remain the exclusive property of Buyer. Supplier will treat confidential and not disclose any information received from Buyer and its affiliates that is Confidential Information and Supplier will not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Buyer or its affiliates to Supplier, orally or in writing, or acquired by Supplier through observation, regarding Buyer's or its affiliates' products, technology, inventions, formulas, methods, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies and future business relationships, with the exception of such information which: (a) was already part of the public domain at the time of the disclosure by Buyer or its affiliates; (b) becomes part of the public domain through no fault of Supplier (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in Supplier's possession prior to the disclosure by Buyer or its affiliates and was not acquired, directly or indirectly, from Buyer or its affiliates or from a third party who was under a continuing obligation of confidence to Buyer or its affiliates; or (d) is received (after the disclosure by Buyer or its affiliates) by Supplier from a third party who did not require Supplier to hold it in confidence and did not acquire it directly or indirectly from Buyer or its affiliates under a continuing obligation of confidence. Supplier will use such Confidential Information only as necessary to fulfill its obligations under the Purchase Agreement and shall only disclose or make available such Confidential Information to its employees or agents who are bound by an obligation of confidentiality substantially similar to those set forth herein and who need to know such information for the purpose of Supplier fulfilling its obligations under the Purchase Agreement. Upon termination of the Purchase Agreement, all such Confidential Information will be returned to Buyer, or at Buyer's option, destroyed by Supplier. The restrictions on use and disclosure of Confidential Information shall survive for a period starting at the effective date of the Purchase Agreement through five (5) years beyond the termination of the Purchase Agreement (the "Non-Disclosure Period"). Notwithstanding the foregoing, the Non-Disclosure Period, to the extent that the Confidential Information constitutes a trade secret of Buyer or its applicable affiliate, is extended for so long as such trade secret is maintained as a trade secret by Buyer or its applicable affiliate. Supplier will not make any announcement or release any information concerning the Purchase Agreement to any other person or entity, including the press or any official body, except as required by law, unless prior written consent is obtained from Buyer. Supplier shall not sell or provide to any third party any good or service for which Buyer provided Supplier with Confidential Information. The foregoing restriction includes but is not limited to prohibiting Supplier from selling replacement parts or services to the end users of Buyer's products, where such replacement parts or services utilize or are based in any way upon Buyer's Confidential Information. The obligations of Supplier under this Section 8 are also binding on Supplier's employees, officers, directors, agents, advisors and affiliates.

9. INTELLECTUAL PROPERTY. (a) **Ownership of Intellectual Property**. Supplier hereby assigns and agrees to assign to Buyer all right, title and interest to any and all inventions, patents, copyrights, trade secrets, software, designs, drawings, models, schematics, source code, improvements, work product and other intellectual property created by Supplier as a result of or arising in connection with the Deliverables supplied under the Purchase Agreement or derived from Buyer's Confidential Information. Supplier shall execute the necessary agreements to perfect Buyer's title to all such intellectual property rights. Any copyrighted works are and will remain the sole and exclusive property of Buyer and the Parties agree that such works are "works made for hire" under the US Copyright Act.

(b) **Intellectual Property License**. Supplier hereby grants to Buyer and its affiliates a perpetual, worldwide, irrevocable, paid-up, royalty-free, non-exclusive right and license to make, have made, use, offer to sell, sell, export, import, display, copy, create derivative works and sublicense all Supplier's inventions, patents, copyrights, trade secrets, software, designs, drawings, models, schematics, source code, and intellectual property rights in the Deliverables supplied under the Purchase Agreement or otherwise necessary for Buyer or any affiliate to exercise its rights in and use of the Deliverables. Supplier covenants not to sue for infringement of any of its patents, trademarks, copyrights, or other intellectual property rights against Buyer or Buyer's affiliates, distributors or customers worldwide in connection with any use of Deliverables provided to Buyer in the production, use, preparation, sale, or delivery of, or other action.

(c) **Software**. Deliverables shall not include third party software, including but not limited to open-source software, without Buyer's prior written permission (which permission Buyer may withhold in its sole discretion). The Deliverables shall contain no vulnerabilities, viruses, keylogger, malware, spyware, or ransomware ("Harmful Code"). Supplier shall use the most effective methods and techniques reasonably available to Supplier to test the software for the presence of Harmful Code and to remove and destroy any Harmful Code. If the Deliverables include Harmful Code, transfer Harmful Code to Buyer's systems or allow unauthorized access to Buyer's systems, Supplier shall reimburse Buyer for its actual costs to remove and recover from that Harmful Code.

10. QUALITY. (a) **No Product or Process Changes**. Supplier will not change the product design, technical specifications, manufacturing location, manufacturing process, raw materials or proportions of raw materials used in Deliverables delivered to Buyer under the Purchase Agreement unless Supplier notifies Buyer in writing of the change at least ninety (90) days before its planned implementation and Buyer agrees to the change in writing. Supplier will indemnify Buyer for all losses and damages that Buyer may suffer if Supplier does not comply with the requirements of the preceding sentence. At Buyer's request, Supplier will provide samples of product produced with the proposed change to test in Buyer's manufacturing process.

(b) **Buyer Programs**. Supplier will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of Deliverables.

(c) **Quality Standards**. Supplier shall maintain and enforce all measures necessary to secure the quality of Deliverables and the manufacturing process thereof, including but not limited to maintaining a quality assurance system to detect and prevent shipment of nonconforming Deliverables, such quality assurance system shall include maintaining a set of quality control standards, inspection standards and specifications as are reasonably requested by Buyer.

11. CUSTOMS AND TRADE. (a) **Importation**. Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of Deliverables. All purchases under the Purchase Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Supplier will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration. In any case where Buyer agrees to be the importer of record, Supplier will provide Buyer, its designated forwarder or customs agent, as applicable, no later than seven (7) days prior to customs entry with all information needed to effect customs entry into each country into which the Deliverables are to be imported.

(b) **Duties and Taxes**. Buyer shall have all rights to drawback of duty or taxes paid by Supplier in its own country or in any third country where all or part of the work is executed. Supplier waives any interest in or rights to such drawback and agrees to provide to Buyer or Buyer's designated third-

party partner, and at no cost to Buyer, proof of importation and/or re-exportation as the case may be, satisfactory to Buyer and the customs administration, tax collection agency, or other government agency in any country where taxes or duties are paid, as well as to provide any other supporting documentation to enable Buyer to claim drawback of duties and taxes on Deliverables or articles manufactured from Deliverables provided under the Purchase Agreement.

(c) **Customs Invoice and Other Documentation**. Supplier will accurately indicate the country of origin of the Deliverables provided under the Purchase Agreement on the customs invoice and other applicable documentation. Supplier will provide certificates of origin relating to such Deliverables within the meaning of the rules of origin of applicable preferential duty programs, such as the United States-Mexico-Canada Agreement, and execute any other documents as may be necessary for Buyer to claim duty preference under such programs. As required by Buyer, Supplier shall be required to provide certificates or other required documentation ("Required Documentation") to Buyer or Buyer's designated third-party partner relating to compliance with any free trade agreements or other applicable legal requirements, including those listed in Section 7(a), 7(b), 7(c) and 7(d) above. Failure to provide such documentation within ten (10) days of a request will obligate Supplier to pay damages to Buyer in the greater amount of (1) 10% of monies paid or owed by Buyer to Supplier related to the Required Documentation or (2) any fines or penalties incurred by Buyer as a result of such failure.

12. SERVICES/LIENS; SITE RULES; INSURANCE. (a) **No Liens**. Supplier will obtain waivers and releases of all liens from all of its subcontractors that may be imposed against the Deliverables provided under the Purchase Agreement or Buyer's (or Buyer's customer's) premises or the improvements thereon, and Supplier will defend, indemnify, and hold harmless Buyer with respect thereto. Buyer has the right to withhold payment for any services until Supplier has provided Buyer with signed copies of all required waivers and lien releases.

(b) **Buyer's Premises**. Supplier will strictly conform to all of Buyer's site rules and regulations when performing services on Buyer's (or Buyer's customer's) premises, including but not limited to Buyer's requirements for background screening of contingent workers. It is Supplier's obligation to obtain a copy of the applicable site rules.

(c) **Insurance**. Supplier shall provide and maintain, throughout the term of the Purchase Agreement, the following insurance in U.S. Dollars (or such other currency as specified in the Purchase Agreement): 1) Workers' Compensation/Work-related Injury Insurance in accordance with the statutory requirements of the jurisdiction in which Supplier's employees are located; 2) Employers' Liability in the amount of $1 million each accident for bodily injury by accident; $1 million each employee for bodily injury by disease; and $1 million policy limit for bodily injury by disease; 3) Commercial General Liability/Umbrella/Excess Liability with limits of $5 million each occurrence, $10 million aggregate, for bodily injury and property damage combined, including the following coverage features: i) blanket contractual liability, ii) Products, iii) completed operations, and iv) independent contractors coverage; 4) Automobile Liability with limits of $5 million each occurrence for bodily injury and property damage combined, covering all "owned," "hired" and "non-owned" automobiles and including contractual liability coverage; and 5) Errors and Omissions Liability covering the liability for financial loss due to error, omission of Supplier, including network security liability and breach of privacy, in an amount of at least $5 million (applicable to technology suppliers, engineering, architectural or design services and/or professional services suppliers, or any supplier who will have direct access to Buyer networks). If any of the services includes engineering or design services or other services performed by a licensed professional, then Professional Errors and Omissions Liability with limits of liability of not less than $5 million each claim and $10 million in the aggregate; and if Supplier brings onto Buyer's (or Buyer's customer's) premises any solid, liquid, gaseous or thermal irritant, contaminant or hazardous or toxic substance, then Pollution Liability or Environmental Liability with limits of liability of not less than $5 million per occurrence covering liability for bodily injury and property damage arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and includes coverage for the costs and expense associated with clean-up, testing, monitoring and treatment of the pollutants.

All insurance required above will be written with insurers rated A or better by the latest "A.M. Best" Guide. Where allowable under law, a waiver of subrogation from Supplier (including affiliates, directors and officers) and its insurers will be provided in favor of Buyer. All policies, with the exception of Workers' Compensation, will identify Buyer as an additional insured and require that Buyer receive at least thirty (30) days' notice prior to cancellation or termination. Supplier's insurance will be primary and noncontributory to that maintained by Buyer. All self-insured retentions and deductibles for such insurance shall be the responsibility of Supplier. The insurance coverages under this Section 12(c), including, without limitation, the additional insured coverage provided to Buyer, shall be independent of the indemnity obligations of the Purchase Agreement, and are not designed solely to guarantee payment of Supplier's indemnity obligations. Supplier shall indemnify Buyer for any loss suffered due to Supplier's failure to obtain or maintain the insurance required hereunder. Supplier shall, at the request of Buyer, provide Buyer with certificates of insurance, satisfactory to Buyer, of the insurance coverages and endorsements set forth in this section. Supplier's insurance coverage will not be Buyer's exclusive remedy; instead, Buyer will be entitled to all remedies available to it under equity or the law. Insurance will not be deemed effective until satisfactory certificates thereof and required endorsements are delivered to Buyer, containing provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or material change to, the policy. Supplier will also require insurance from all of its subcontractors with the same coverages and limits.

(d) **Independent Contractor**. It is agreed that Supplier, in rendering any services on Buyer's (or Buyer's customer's) premises, will be an independent contractor and that neither Supplier nor any principal, partner, agent or employee of Supplier is the legal representative of Buyer for any purpose whatsoever and has no right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of Buyer and neither Supplier nor any principal, agent or employee of Supplier shall be entitled to or be eligible to participate in any benefit program extended by Buyer to its employees.

(e) **Authorization of Supplier Personnel**. All Supplier's employees providing services under the Purchase Agreement must be authorized to work in the jurisdiction where the services are performed.

13. INDEMNIFICATION. To the fullest extent permitted by law, Supplier agrees to defend, indemnify, hold harmless and reimburse Buyer, its officers, directors, shareholders, affiliates, subsidiaries, employees, agents, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including attorneys' fees, arising out of, related to, or resulting from: (a) any breach of any representation, warranty, certification, covenant or agreement made by Supplier in the Purchase Agreement; (b) any negligence or willful misconduct of Supplier or its agents or subcontractors in connection with performance under the Purchase Agreement; (c) any litigation, proceeding or claim by any third party relating to the obligations of Supplier under the Purchase Agreement; (d) any violation of law by Supplier, its employees, agents, affiliates, contractors or subcontractors; (e) Supplier's use, control, ownership, or operation of its business and facilities; (f) any recalls involving the Deliverables; (g) any alleged or actual defects in the Deliverables; (h) any inadequate disclosures, labels, packaging, warnings, or instructions; (i) any bodily injuries, deaths or property damage caused by any negligent or wrongful act or omission of Supplier, or any employee or agent of Supplier; and (j) any actual or alleged claim that the Deliverables provided to Buyer, or that the operation, possession or use of the Deliverables, infringes upon any third party's intellectual property

rights. In the event of an infringement of any third party's intellectual property rights by the Deliverables, Supplier at its own expense shall procure the right for Buyer to continue using the Deliverables, modify the Deliverables so that they become non-infringing without incurring a material diminution in function in Buyer's reasonable estimation or replace the Deliverables at no cost to Buyer with non-infringing substitutes provided that the substitutes do not entail a material diminution in function in Buyer's reasonable estimation. Supplier agrees to include this Indemnification provision in any subcontracts issued in connection with the Purchase Agreement.

14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, AND IRRESPECTIVE OF ANY FAULT, NEGLIGENCE, OR GROSS NEGLIGENCE OF ANY KIND, IN NO EVENT SHALL BUYER OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO SELLER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR INDIRECT DAMAGES, REGARDLESS OF THE LEGAL BASIS OF LIABILITY OR LEGAL OR EQUITABLE PRINCIPLE INVOLVED.

15. BUYER PROPERTY. Unless Buyer otherwise agrees in writing, all tools, equipment, or other materials furnished to Supplier by Buyer or made, purchased, or otherwise obtained by Supplier at Buyer's expense are the personal property of Buyer ("Buyer Property") and Supplier waives any statutory or other rights to claim a lien on such Buyer Property. Whenever practical, Supplier will adequately identify Buyer Property as such, maintain it in good condition, and safely store it separate and apart from Supplier's property. Supplier will not substitute any property for Buyer Property and will use such property only in fulfilling its obligations under the Purchase Agreement. While in Supplier's custody or control, Buyer Property will be held at Supplier's risk, kept insured by Supplier at Supplier's expense, and subject to removal at Buyer's request. Supplier is responsible for any loss, damage, or destruction of Buyer Property and any loss, damage or destruction of any third-party property resulting from Supplier's negligent use or willful misuse of Buyer Property. Buyer makes no representations and disclaims all warranties with respect to the condition or quality of the Buyer Property. Supplier is responsible for inspecting and determining that Buyer Property is in usable and acceptable condition. Supplier will participate in programs implemented by Buyer with respect to the condition and remaining life of Buyer Property, including, but not limited to, participation in programs related to Buyer's Tooling Asset Management System. Supplier agrees to provide Buyer updates in writing detailing the condition and remaining life of each piece of Buyer Property on an annual basis, at a minimum, unless more frequent updates are requested by Buyer. In addition to the foregoing, Supplier shall promptly notify Buyer of the occurrence of any event that materially affects the condition and/or remaining life of any Buyer Property.

16. SET-OFF. At any time, Buyer may set off any liability or amount owed by Supplier to Buyer or any of its affiliated companies against any amount payable at any time by Buyer under the Purchase Agreement.

17. FORCE MAJEURE. (a) **Definition.** Any non-performance or delay in performance of any obligation of the Parties under the Purchase Agreement will be excused to the extent such failure or non-performance is caused by a Force Majeure Event (defined herein)/ "Force Majeure Event" means any (a) acts of God; (b) flood, fire, sabotage, shipwreck, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) pandemic or epidemic; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) telecommunication breakdowns, power outages or shortages; and (j) other similar events beyond the reasonable control of a Party. In no event shall Supplier's ability to sell Deliverables at a better price or Supplier's economic hardship in buying or otherwise accessing raw materials necessary to manufacture Deliverables at a commercially reasonable price constitute a Force Majeure Event.

(b) **Notice & Remedy.** If Buyer or Supplier is affected by the Force Majeure Event, it will (i) provide notice to the other Party as soon as possible, but in any event no more than five (5) days following the occurrence of the Force Majeure Event, explaining the full particulars and the expected duration of the Force Majeure Event and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a Force Majeure Event, deliveries or acceptance of deliveries of Deliverables that have been suspended will not be required to be made up on the resumption of performance and, to the extent not otherwise permitted under the Purchase Agreement, Buyer will have the right to purchase Deliverables from other sources during the period of Force Majeure Event; provided, however, if Buyer is unable to purchase Deliverables from other sources during the period of Force Majeure Event, Supplier shall use commercially reasonable efforts to promptly make up the suspended deliveries upon resumption of performance. If, in the reasonable determination of Buyer, a Force Majeure Event extends for more than sixty (60) days, the Purchase Agreement may be terminated upon written notice by the Party not declaring the Force Majeure Event without any liability on its part.

(c) **Allocations.** If a Force Majeure Event compels Supplier to allocate deliveries of Deliverables, Supplier will (i) provide Buyer with prompt written notice, but in any event, no more than five (5) days following the occurrence of the Force Majeure Event, and any other information requested by Buyer related to the estimated allocation made available for Buyer, and (ii) make such allocation in a manner that ensures Buyer at least the same proportion of Supplier's total output as was purchased by Buyer prior to the Force Majeure Event. Supplier will use best efforts to source Deliverables or other items, at Supplier's expense, from its own or its affiliates' global operations or the market in order to meet Buyer's required delivery dates. Unless otherwise provided by Buyer in writing, neither Buyer's acceptance of Supplier's allocation nor Buyer's failure to respond to Supplier's written allocation notice shall result in a termination or other modification of the ordered quantities.

18. TERMINATION. (a) **Termination for Convenience, Right to Suspend**. Buyer may terminate the Purchase Agreement, or suspend or terminate any purchase order thereunder, at any time, for its convenience and in whole or in part, by any reasonable manner. If Buyer terminates a Purchase Agreement or any purchase order thereunder for its convenience, Supplier's sole claim shall be for the costs it reasonably incurred in the performance of the Purchase Agreement or purchase order (as applicable) prior to such termination, with due allowance for the salvage value of all Deliverables after Buyer has had full opportunity to recommend disposition and audit Supplier's costs. If Buyer suspends a purchase order hereunder, Supplier shall promptly suspend further performance of such purchase order to the extent specified and during the period of such suspension shall properly care for and protect all work in progress and materials Supplier has on hand for performance of such purchase order. Buyer may at any time withdraw the suspension of performance to Supplier and Supplier shall resume diligent performance of the work. If Supplier believes that any such suspension or withdrawal of suspension justifies modification of the purchase order price, Supplier shall promptly submit to Buyer a written claim for such modification. Supplier's claim shall substantiate Supplier's increased costs with invoices and other documents satisfactory to Buyer. Upon Buyer's verification and approval of such additional costs, Buyer and Supplier shall agree upon an adjustment in the purchase order price based upon such costs as full settlement to Supplier for the suspension and withdrawal of suspension. **IN NO EVENT SHALL SUPPLIER BE ENTITLED TO ANY PROSPECTIVE PROFITS OR ANY DAMAGES DUE TO TERMINATION, SUSPENSION OR WITHDRAWALS OF SUSPENSION**.

(b) **Termination for Cause**. Buyer or Supplier may terminate the Purchase Agreement or any purchase order thereunder upon thirty (30) days' prior written notice if the other Party breaches any material term thereof or immediately if the other Party is adjudged bankrupt, is insolvent, or makes a general assignment for the benefit of its creditors. During such notice period, if applicable, the Party in default may cure its default and thereby abate the termination. In the event Supplier is noncompliant with Sections 7, 8 or 9 above, Buyer shall have the right to immediately terminate the Purchase

Agreement or any purchase order thereunder, without further compensation to Supplier and without Supplier's ability to abate the termination. In addition, Supplier shall compensate Buyer for any damages suffered by Buyer as a result of Supplier's breach of Sections 7, 8 or 9 above. After receipt of a notice of termination, Supplier shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or purchase orders for materials, services or facilities, except as necessary to complete a continued portion of the Purchase Agreement; and (iii) terminate all subcontracts to the extent that they relate to the work terminated. In addition, Buyer may procure substitute Deliverables and Supplier will be liable to Buyer for any costs incurred by Buyer to secure the substitute Deliverables. The termination charges set forth in Section 18(a) above shall not apply under this Section 18(b).

19. ACCESS AND AUDIT. In order to assess Supplier's work quality and compliance with the Purchase Agreement, Supplier will permit Buyer reasonable access to (i) all locations where work is performed in connection with the Deliverables provided for in the Purchase Agreement, and (ii) Supplier's books and records relating to the Purchase Agreement. Supplier will provide Buyer, or Buyer's designated third-party risk assessment partner, with unrestricted access to audited financial statements for a period of the most recent three (3) years (unaudited financials will be accepted only when not required by the relevant local regulations in the country of operations), plus proforma financials for the current year. Upon Buyer's request, Supplier's management will also be available to provide context on the financial information shared. Supplier shall promptly refund any overcharges identified by any audit, together with Buyer's reasonable audit costs if the overcharge exceeds five percent (5%).

20. PERSONAL DATA. (a) **Processing Personal Data**. In the context of the performance of the Purchase Agreement, either Party ("Data Recipient") shall not collect, retain , use, process or disclose Personal Data (as defined herein) provided by the other Party ("Data Provider") for any purpose other than the fulfillment of the Purchase Agreement or related purchase orders. "Personal Data" means information that identifies, relates to, describes, is capable of being associated with, or could be reasonably be linked, directly or indirectly, with a particular individual, employee, vendor, agent, director, or other individuals that are not employees. Such provision of Personal Data shall constitute an exchange from one controller to another controller. The Parties shall not sell any Personal Data; the Data Provider acknowledges that it has not and will not receive any monetary consideration or other valuable consideration in exchange for its disclosure of the Personal Data. The Parties shall (i) comply with all applicable laws, rules, regulations, or implementing legislation that relates to the protection of the privacy of Personal Data of individuals ("Consumer Data Privacy Laws") (ii) provide individuals with the rights thereunder with respect to their Personal Data, whether such laws are in effect as of the data of the Purchase Agreement, and (iii) assist the other Party with all assistance the other Party may reasonable require to comply with such Consumer Data Privacy Laws. The Parties will not retain the Personal Data for longer than necessary. The Data Recipient and its Agents to whom Personal Data are provided shall maintain appropriate technical, organizational and security measures for the protection of Personal Data.

(b) **Data Privacy Incidents**. The Data Recipient agrees to immediately report to the Data Provider any known or suspected (i) unauthorized access to the Personal Data, (ii) loss or theft of the Personal Data, and (iii) use or disclosure of Personal Data that violates the terms of this Section 20. The Data Recipient will mitigate at the Data Recipient's cost, to the extent practicable, any harmful effects of any such events known to it or its Agents and cooperate with the Data Provider in providing any notices regarding such events which the Data Provider deems appropriate.

(c) **Supplier's Personal Data**. Personal Data of Supplier may be processed by Buyer for legitimate business reasons such as placing purchase orders, invoice processing and payments, internal marketing research, safety and performance management, administration of financial and sales data, contacting Supplier, website management, providing marketing information on products and services and events that may interest suppliers (with consent of individuals for direct marketing where legally required) as well as for general supplier administration. Buyer will keep the Personal Data as long as necessary for the purposes of the processing for the entire duration of the contractual relationship between Buyer and Supplier and a period of ten (10) years thereafter, except if Buyer has to process it further under a legal obligation or in case of a dispute or legal procedure. Personal Data of Supplier may be transferred to Buyer entities worldwide or to third parties worldwide providing services to Buyer (such as data hosting services) for the same purposes. When transfers of Personal Data from the European Union (EU) or United Kingdom occur, Buyer uses the appropriate legal mechanism, including standard contractual clauses. When working with other parties outside the EU or United Kingdom, Buyer ensures adequate personal data protection via the applicable third-party requirements. By entering into the Purchase Agreement with Buyer, Supplier confirms that it is entitled to provide Buyer with this Personal Data in view of the use and transfer of Personal Data for these purposes, including that Supplier has obtained the necessary consents of data subjects where required. In situations where either Party would, as a processor, process Personal Data on behalf of the other (as controller), they will enter into a data processing agreement in conformity with applicable law, including the General Data Protection Regulation or UK General Data Protection Regulation, where applicable. To obtain complete information on Buyer's privacy policy, please refer to https://www.generac.com/policies/privacy/.

21. SUPPLIER SECURITY AND CRISIS MANAGEMENT POLICY. Supplier will have in place and shall comply with, a security and crisis management policy that, at a minimum, provides for measures that ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials. Buyer reserves the right to request information in connection with such policy, including a copy of such policy, conduct on-site audits of Supplier's facilities and practices to determine whether such policy and Supplier's implementation of such policy are reasonably sufficient to protect Buyer's interests. If Buyer reasonably determines that Supplier's security and crisis management policy and/or such policy implementation is/are insufficient to protect Buyer's property and interests, Buyer may give Supplier notice of such determination. Upon receiving such notice, Supplier shall have forty-five (45) days thereafter to make such policy changes and take the implementation actions reasonably requested by Buyer. All costs associated with development and implementation of Supplier's security and crisis management policy and Buyer's recommendations thereto shall be borne by Supplier.

22. DOING BUSINESS WITH US. (a) **Ethical Business Conduct**. Supplier acknowledges and agrees to comply with Buyer's Business Code of Conduct ("BCOC"), which is located at: https://www.generac.com/about/supplier-support/ as it may be amended by Buyer from time to time. THE BCOC IS INCORPORATED HEREIN BY REFERENCE. Additionally, Supplier shall take all reasonable steps necessary to ensure that its suppliers and subcontractors comply with the BCOC. Supplier's failure to comply with the BCOC may result in immediate termination of Buyer's purchase commitments without any penalty or cost to Buyer.

(b) **Supplier Invoice Standard Requirements**. Supplier shall: (i) comply with Buyer's supplier invoice requirements, which are INCORPORATED HEREIN BY REFERENCE and available at https://www.generac.com/about/supplier-support/, as they may be amended by Buyer from time to time; and (ii) use any method specified by Buyer for processing business transactions (including, without limitation, electronic funds transfer, evaluated receipts settlement, pay-on-receipt processes/systems, warranty management systems, and ariba portal).

(c) **Supplier Sustainability Expectations**. Supplier acknowledges and agrees to comply with Buyer's supplier sustainability expectations.

23. NO USE OF BUYER MARKS. Supplier shall not use Buyer's names, logos, domain names, service marks, trademarks, marketing collateral and/or other proprietary rights ("Buyer Marks") for any purpose or in any manner, including but not limited to, use on Deliverables and in advertising and

press releases, without Buyer's prior written consent. Supplier acknowledges and agrees that Buyer shall retain sole and exclusive ownership of all Buyer Marks and all goodwill and rights related thereto throughout the world. Any and all logos, slogans, trademarks, service marks, marketing collateral, design or graphics developed or created by Supplier hereunder shall be considered Buyer Marks and be assigned by Supplier to Buyer pursuant to Section 9. Supplier agrees that it shall do nothing inconsistent with this ownership and that any use of Buyer Marks by Supplier shall inure to the benefit of Buyer. Any permitted use by Supplier of Buyer Marks shall be done with strict adherence to the most recent written guidelines provided by Buyer to Supplier. Supplier shall submit the proposed use of any Buyer Marks to Buyer for Buyer's prior written approval in each instance.

24. NOTICE OF SECURITY INCIDENT. Upon becoming aware of a Security Incident, Supplier shall contact Buyer immediately but under no circumstances later than 24 hours after becoming aware of such Security Incident. "Security Incident" means any instance where any Supplier personnel becomes aware of any incident or action which may potentially, or has actually, compromised the security of any Content, including an actual security breach. "Content" means any information regardless of the form in which it is transmitted or communicated including but not limited to: (a) Deliverables; (b) any and all technical information relating to the design, operation, testing, development, and manufacture of any Party's services (including, but not limited to: services specifications and documentation; engineering, design, and manufacturing drawings, diagrams, and illustrations; assembly code, software, firmware, programming data, databases, and all information referred to in the same); services costs, margins and pricing; and services marketing studies and strategies; (c) information, documents and materials relating to the Party's financial condition, management and other business conditions, prospects, plans, procedures, customers, suppliers, infrastructure, security, information technology procedures and systems, and other business or operational affairs; (d) any information designated as pertaining to a trade secret or patentable invention; (e) all data, Personal Data, information, documents, materials, trademarks, trade names, service marks, logos and other proprietary designations entered, uploaded, or inputted by Buyer and/or its employees, agents, contractors and/or representatives in connection with the use of any Deliverable, whether belonging to Buyer or a third party; and/or (f) Buyer's Confidential Information. Supplier shall reasonably cooperate with Buyer at Buyer's request in order to mitigate the impact of the Security Incident. Supplier shall reasonably cooperate with Buyer at Buyer's request in order to mitigate the impact of the Security Incident. Without limiting the foregoing, upon becoming aware of a Security Incident, Supplier shall, at its sole cost and expense: (a) promptly investigate, contain, and remediate the Security Incident and take all actions reasonably necessary to prevent its recurrence; (b) conduct a root-cause analysis and provide Buyer with a written report describing the nature of the Security Incident, the Content affected or reasonably believed to be affected, and the corrective and preventative measures taken or planned; (c) preserve all evidence, logs, and records relevant to the Security Incident; (d) reasonably cooperate with Buyer's investigation, remediation, and notification efforts; and (e) implement and maintain commercially reasonable administrative, technical, organizational, and physical safeguards designed to protect the Content against any Security Incident.

25. SEVERABILITY. If any provision of the Purchase Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from the Purchase Agreement; the remaining provisions will remain in full force and effect, and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.

26. SURVIVAL. The provisions of the Purchase Agreement, which by their nature are intended to survive termination, cancellation, completion or expiration of the Purchase Agreement (for example, Section 1(d) Governing Law, Section 1(f) Spare and Replacement Parts, Section 5 Warranties, Section 8 Confidential Information, Section 9 Intellectual Property, Section 13 Indemnification, Section 15 Buyer's Property, Section 20 Personal Data Protection, Section 23 Use of Buyer Marks, Section 24 Notice of Security Incident), shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration.