



TERMS AND CONDITIONS

These Terms and Conditions set forth the arrangement under which the Supplier shall supply to Mayville Engineering Company, Inc. (MEC) raw materials, parts, components, or services (hereinafter collectively referred to as "Products").

- 1) Acceptance of the Purchase Order is expressly limited to these terms and conditions. Supplier's commencement of any work, performance of any services, or the shipment of goods hereunder by Supplier shall constitute acceptance of this Purchase Order and of all its terms and conditions. MEC specifically objects to the inclusion of any different, additional, or inconsistent terms or conditions by Supplier in acknowledging and accepting the Purchase Order. If Supplier attempts to expressly condition its acceptance of the order upon MEC's acceptance of such different, additional, or inconsistent terms and conditions, neither MEC's acceptance of delivery of any part of the goods nor payment thereof shall constitute acceptance of such different, additional, or inconsistent terms and conditions. If Supplier's proposal or other form of offer contains terms additional to, different from, or inconsistent with the terms and conditions herein, then MEC's acceptance of Supplier's proposal or offer is hereby expressly conditioned upon Supplier's assent to all the terms and conditions contained in this Purchase Order. No modifications of the terms and conditions of the contract resulting from the acceptance of this Purchase Order will be binding upon MEC unless made in writing and signed by MEC's authorized representative. Regardless of its construction as an offer, acceptance, confirmation of an order for goods or services these Terms and Conditions incorporate by reference all terms of the Uniform Commercial Code providing any protection to MEC, including without limitation, all express and implied warranty protection and all purchaser remedies under the Uniform Commercial Code.
- 2) Upon acceptance of this MEC Purchase Order, Supplier will acknowledge acceptance electronically or in writing giving a definite shipping date. If after acknowledgement of this Purchase Order the Supplier finds that the Products cannot be delivered within the term specified in the Purchase Order, the Supplier will promptly notify MEC and advise MEC of the revised delivery date. MEC shall have the option of terminating the Purchase Order without obligation for payment or of accepting the revised delivery date. If acknowledgement is not given to MEC within a reasonable time, the Purchase Order or any part hereof may, at MEC's option, be canceled. Regardless, a contract exists on the earlier of the signed acknowledgement by Supplier, commencement of performance, or shipment according to schedule of all or any portion of the Products covered by the Purchase Order.
- 3) Supplier will email invoices and will include its cash discount terms on the invoice. When invoices are not emailed on date of invoice or shipment, a discount period will be calculated from date invoice is received. Packing slip is to be included in all shipments by Supplier. MEC's count will be accepted as final on all shipments not accompanied by a packing slip. Any applicable sales, use, or federal excise taxes will be shown separately on the invoice. MEC will not pay any additional taxes unless specifically agreed to in writing.
- 4) The price to be paid by MEC shall be either that stated on the Purchase Order, or the lowest prevailing net price now given to any other customer under similar conditions and in similar quantities. This Purchase Order must not be filled at prices higher than those last quoted or



charged unless agreed to by MEC in writing. If no price is specified, the price is to be the price of the last delivery.

- 5) Seller shall package Goods in accordance with Buyer's specifications and applicable law and shall ensure that such packaging is safe, secure, and appropriate for international, intermodal transportation by rail, ocean, or truck as applicable. Seller shall be solely responsible for properly loading, lashing, and securing Goods inside any shipping container(s) in a manner consistent with international and local industry practices and applicable law, and shall ensure that Goods are not subjected to shifting or damage of any kind whatsoever whether during transport or otherwise. The Incoterm® identified on this Order shall have the meaning ascribed to it by the International Chamber of Commerce Incoterms® 2020 edition to the extent not otherwise in conflict with this Section 6. No charge for loading, packing, packaging, containers, or transportation will be allowed except as provided for in this Order. Title and risk of loss to Goods shall pass to Buyer contemporaneously, consistent with the Incoterm® identified on this Order.
- 6) Deliveries are to be made at MEC's designated plant unless otherwise designated on the face of the Purchase Order. Time is of the essence. Deliveries shall be made only at the times and in the quantities and manner specified on schedules furnished by MEC. MEC will have no liability for payment for material or items delivered to MEC that are in the excess of quantities specified in the delivery schedules, and the Supplier has no authority to fabricate raw material releases. MEC may from time-to-time change or temporarily suspend shipping schedules, change means of transportation or otherwise temporarily suspend Supplier's performance hereunder, by notifying Supplier a reasonable time in advance. Supplier shall pay whatever additional costs, expenses, consequential losses, or damages MEC sustains due to Supplier's untimely delivery. MEC will not receive material unless it is tagged or marked with MEC's part number and quantity on each package. Packing slips should be enclosed with all shipments, showing Purchase Order number, PO line number, part number, and quantity. Certifications must accompany all inventoriable material shipments.
- 7) MEC reserves the right to cancel this Purchase Order or any portion thereof if materials furnished do not conform to its specifications or if any unfilled portion of the Purchase Order has not been shipped strictly in accordance with MEC's shipping instructions.
- 8) Any price increase request with justification must be submitted in writing and allow MEC ninety (90) days to review the proposal. Supplier will need to provide a detailed breakdown of the inputs driving the price increase. Suppliers who do not meet MEC's quality and/or delivery requirements must have three (3) months of improved performance before any price increase is evaluated.
- 9) The repetitive use of a Purchase Order number is solely for the convenience of the parties. It does not constitute an order for quantities other than those appearing on the Purchase Order. If MEC wishes to place additional quantities on hold or reserve, a separate Purchase Order will be issued to that effect. MEC objects to the prior or subsequent inclusion of any different or additional terms proposed by Supplier in any quotation, proposal, acknowledgment, invoice, or other form whatsoever. MEC assumes no liability for fabrication more than authorization released unless prior approval has been obtained in writing.
- 10) Each shipment of material is subject to inspection on arrival before payment or acceptance. Material rejected as not conforming to this Purchase Order or because of inferior quality or



workmanship may be returned to Supplier with charges on transportation both ways and is not to be replaced except on specific instructions from MEC.

- 11) Except for intellectual property provided to the supplier from MEC, supplier warrants that its goods shall be free of any claims of patent or trademark infringement and agrees to defend, protect, and save harmless MEC and the users of the Products, from all damages, claims, and demands for actual or alleged infringements of the United States or foreign letters patent and trademarks by reason of the use of the Products hereby ordered.
- 12) All goods supplied and/or performed pursuant to this Purchase Order shall be delivered free and clear of any security interest, lien, or encumbrance of any kind, shall conform with all applicable drawings, specifications, descriptions, and samples furnished to or supplied by MEC, shall be free from defects in material and workmanship, patent and latent, and shall be of merchantable quality within the meaning of the Uniform Commercial Code. There shall be no exclusion from Supplier's liability for incidental and consequential damage on account of failure of Supplier's Products or work to conform to the above warranties.
- 13) Supplier shall defend, indemnify and hold harmless MEC, and the users of the Products, from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorneys' fees (together, "Liability") arising out of the Supplier's performance of the Purchase Order and including without limitation Liability for property or personal injury (including death), whether said Liability is premised on contract or in tort (including strict liability). This indemnity will not apply where the Liability arises solely from the negligence or other fault of MEC. This general indemnification shall not be construed as limiting or qualifying MEC's other indemnification rights under the Purchase Order.
- 14) All blueprints, drawings, designs, tools, patterns, or special equipment paid for or supplied by MEC shall remain the property of MEC and shall not be copied, exhibited, or used in the manufacture of parts for a third party without the written consent of MEC. Supplier shall not have or acquire any title to or interest in any of the above properties.
- 15) Supplier hereby guarantees that all goods called for in this Purchase Order will be produced in compliance with all applicable Federal, State, and local laws, including the requirements for Fair Labor Standards Act of 1938 as amended.
- 16) The acceptance of the Purchase Order shall constitute a contract made in the State of Wisconsin and shall be governed by the applicable laws thereof as of the date of this Purchase Order without regard to principles of conflicts of laws. Notwithstanding any other provision of the Purchase Order, the parties agree that all disputes arising out of or related to this Purchase Order shall be resolved through litigation. The parties further agree that the sole and exclusive forum for such litigation shall be the Dodge County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR AN OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL



ABIDE BY, THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS PURCHASE ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION.

- 17) As a requirement of this Purchase Order and the Federal OSHA Hazard Communication Standard, Supplier will, upon request, provide to MEC a Material Safety Data Sheet (MSDS) that meets all the requirements of the OSHA standard for the goods purchased. Supplier also represents to MEC that every Product delivered is labeled in compliance with all applicable laws and regulations.
- 18) In addition to any right of setoff provided by law, all amounts due Supplier under this or any other Purchase Order or contract shall be considered net of Supplier's indebtedness or obligation to MEC; and MEC may deduct any amounts due or to become due from Supplier and its subsidiaries and affiliates from any sums due or to become due from MEC.
- 19) MEC may terminate all or a portion of this Purchase Order without cause and at its convenience. Upon such termination, MEC shall pay to Supplier the following amounts without duplication:
(a) the order price for the goods that have been completed in accordance with the Purchase Order; and (b) the actual direct costs of and the proportionate profit allocable to goods-in-process, raw material committed and services rendered as of the date of termination, but only to the extent such costs and profits are reasonable in amount and otherwise proper under generally accepted accounting principles, and less, however, the reasonable value of any goods in-process or materials otherwise used or sold by Supplier with MEC's consent and any undelivered goods or raw materials that are in Supplier's standard stock or which are readily marketable.
- 20) IN NO EVENT WILL MEC BE LIABLE TO SUPPLIER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EACH PARTY WILL, HOWEVER, BE LIABLE FOR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.
- 21) If the face of this Purchase Order identifies a government prime contract, the following clauses are hereby incorporated by reference: EEO (Executive Order 11246), 48 CFR 52.222-26; Affirmative Action for Special Disabled and Vietnam Area Veterans (38 USC 4212 (a), 48CFR 52.222-35; Affirmative Action for Handicapped Workers (29 USC 793), 48CFR 52.222-26. Copies of these clauses are available upon request.
- 22) All drawings, prints, and other documents provided as part of this Purchase Order are proprietary and confidential and shall be held in confidence by Supplier and shall be disclosed only to those of its employees or authorized representatives who require access in the performance of their duties to MEC. The identity of MEC's customer, if revealed, and the nature of its business, shall remain confidential. Supplier will exercise reasonable care in the safeguarding of such confidential information. Supplier acknowledges that disclosure of the above information may cause irreparable injury to MEC and agrees that, upon disclosure in violation of these terms and conditions, MEC is entitled to injunctive relief and the reimbursement of its reasonable attorneys' fees and costs related to the action.



- 23) A waiver of a breach of any term will not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. No failure or delay by either party shall constitute a subsequent waiver of that provision or right, nor shall it be a waiver of any of the other terms and conditions.
- 24) On termination of this Purchase Order, for any reason, all warranty, infringement, confidentiality and liability obligations and limitations and those terms that by their nature are intended to survive, will survive. Termination will not prejudice either party to require performance of any obligation due at the time of termination.
- 25) MEC and Supplier are contractors independent of one another. Nothing in this Purchase Order is intended to or will constitute either party as an agent, legal representative, or partner of the other for any purpose.
- 26) Where MEC or its customers intend to perform verification at the Supplier's premises, MEC will describe in writing the necessary verification arrangements and method of Product release.
- 27) If the face of this Purchase Order indicates that this order is being issued pursuant to the terms and conditions or a specific obligation between MEC (as a Vendor) and another party, Supplier shall be subject to such terms and conditions to the same extent as MEC, including, without limitation, the matters of delivery time, specifications, liquidated damages, payment, and warranties. If the goods shown on the face hereof are completed Products that are to be resold by MEC in the condition purchased, without further processing, assembly or other manufacture, Supplier shall indemnify, defend, and hold MEC harmless pursuant to the provisions of Section 12, above.
- 28) In the event this Purchase Order covers installation of Supplier's Products on MEC's premises or on the premises of MEC's customers, or other work on such premises, Supplier shall indemnify, defend and hold MEC harmless from all demands, claims, suits, liabilities, damages, judgments, costs and expenses, including attorneys' fees, with respect to any injury or death of any person or property damage arising out of such work by Supplier, its subcontractors and the employees, agents, or representatives of any of them. Supplier shall furnish to MEC on demand an insurance carrier's certificate showing that Supplier has worker's compensation, public liability and property damage insurance with coverages and limits satisfactory to MEC. Each Supplier, employee or subcontractor must: (a) be skilled, competent, and experienced and have an expert understanding of the design, engineering, manufacturing, installation, operation, and maintenance of the Supplier's Products as appropriate to perform the installation; (b) render the installation in a competent and diligent manner, consistent with the Purchase Order requirements, accepted industry practice, and any applicable professional codes or standards; (c) have sufficient authority to work with MEC to resolve problems so that decisions may be made to resolve these issues without delay; and (d) be authorized to direct correction of manufacturing and design errors of the relevant work.
- 29) Supplier agrees to provide all information necessary for MEC to comply with all applicable laws, regulations, and related legal reporting obligations in the country(ies) of destination. Supplier agrees to provide all documentation and/or electronic transaction records to allow MEC to meet Customs-related obligations, any local content/origin requirements and to obtain all Tariff and Trade program duty avoidances(s) and/or refund benefits, where applicable. Where applicable, supplier agrees to comply with the Automotive Industry Actions Group's (AIAG) document and



EDI protocol and standards in their Supplier Information Kit for U.S., Canada, and Mexico imports. Supplier agrees to assume and to indemnify MEC against any and all financial responsibility arising from Supplier's failure to comply with these requirements and/or to supply MEC with the information required to meet legal reporting obligations, including, without limitation, any fines, penalties, forfeitures or council fees incurred or imposed as a result of action taken by the importing country's governments.

- 30) Nothing herein shall exclude any other rights or remedies to which MEC is otherwise entitled by law. Supplier shall pay all costs, including reasonable attorneys' fees incurred by MEC, in enforcing the terms and conditions of the Purchase Order.
- 31) If delivery is delayed by a force majeure event, Supplier shall give written notice to MEC no later than five (5) days after such force majeure event and such notice shall include a description of the particulars and the estimated duration of the force majeure event. The time for Supplier's performance may be extended for a period equal to the time such performance is delayed, but such relief shall be conditioned upon Supplier's initial and continued satisfaction of notice, reporting, remedy, and mitigation requirements of the Purchase Order. Under no circumstances shall Supplier be entitled to an adjustment of the Purchase Order price by virtue of the force majeure event. For purposes of this Purchase Order, "Force Majeure Event" means any cause beyond the reasonable control of, not reasonably foreseeable by, and not due to the fault of the Supplier, including, but not limited to, any act of God; act of civil or military authority; act of war; civil disturbance; severe inclement weather conditions atypical for the location and/or season; flood; or embargo. "Force Majeure Event" does not include (a) shortages or late delivery of materials, equipment, supplies or labor required for the design, manufacture of the material, equipment, or services furnished under the Purchase Order, (b) the acts or omissions of Supplier or its suppliers (except and only to the extent that such act or omission of such supplier would itself be excused as being a Force Majeure Event), (c) strikes or work stoppages, or (d) economic hardship. If liquidated damages are included as part of the contract between MEC and its customer and this Purchase Order is entered into pursuant to that contract, in the event MEC is obligated to pay liquidated damages to MEC's customer, then MEC may assess the same against Supplier in proportion to the Supplier's share of the responsibility for such delays and Supplier agrees to indemnify, hold harmless, and reimburse MEC to the extent that any delays were caused by the acts or defaults of Supplier.
- 32) Supplier shall notify MEC, in writing, of any conflict in this Purchase Order for resolution by MEC. MEC shall resolve any conflict within this Purchase Order, in writing, in accordance with the following order of contract precedence: (a) drawings and technical documents, (b) the Purchase Order pages preceding these terms and conditions, and (c) these terms and conditions. If there is an irreconcilable conflict among the requirements of the terms referenced in (a) through (c), above, the provision imposing the greater duty or obligation on the Supplier shall govern.