

Supplier Terms and Conditions – Attach to Purchase Order or Agreement

Richter akustik & design GmbH & Co. KG (“Richter”)

TERMS AND CONDITIONS OF PURCHASE, Effective as of November 1, 2023

1. APPLICABILITY. _____, Inc. (“Buyer”) has agreed to purchase from Richter, per a purchase order or agreement submitted to Richter (“Order”) attaching, referencing or otherwise subject to these Terms and Conditions of Purchase (“Terms”). Each Order placed by Buyer for any product purchased from Richter or its affiliates (“Goods”) is expressly made conditional upon such Order being subject to these Terms. Any different or additional terms contained in any acceptance or other form provided by Richter shall be without force or effect, and these Terms shall govern in the event of a conflict. Together with the specific terms set forth in an Order, these Terms constitute the entire agreement of the Parties with respect to Buyer’s purchase of the Goods, and replace and supersede all prior or contemporaneous understandings or agreements, whether written or oral, or established by course of performance. Any amendment of these Terms must be in writing and signed by each party.

2. Orders. Richter shall, in writing, either accept or reject an Order within ten (10) days following Richter’s receipt of the Order, and if Richter fails to do so, such Order shall be deemed accepted by Richter, without liability to Richter.

3. Payments, Invoices and Taxes. Buyer will pay each invoice for an Order of Goods within thirty (30) days or such other period as the parties may agree in writing. Richter will issue invoices only after the selected carrier’s receipt of the applicable Goods provided for in the applicable Order. Buyer’s payment for Goods shall not be deemed to constitute acceptance of any Good or a waiver by Buyer of any right or remedy to which Buyer may be entitled. Buyer may make payments via check, wire transfer, automated clearinghouse (ACH), or other means provided by Richter. Buyer will be responsible for all excise, sales, use, transfer and other similar taxes or duties imposed by any governmental authority with respect to Buyer’s purchase of Goods (“Taxes”); provided that Taxes will not include any other tax, including any tax based on the income, revenue, or earnings of Richter or another party. Richter shall use best efforts to reflect such Taxes in each invoice.

4. Delivery Terms, Passage of Title and Risk of Loss. The Goods shall be shipped in accordance with the terms specified in the Order. Richter will pack the Goods in accordance with industry best practices or any instructions that Buyer may provide. Richter will furnish all shipping documents and plainly mark Buyer’s name and the identity of the delivery destination on all packages and associated documents. Unless Richter obtains Buyer’s prior written consent, Richter will only ship full Orders of Goods, and not partial Orders. Richter shall make all deliveries of Goods in accordance with the delivery date specified in the Order. TIME IS OF THE ESSENCE IN MAKING ALL DELIVERIES OF GOODS UNDER THESE TERMS. If the importation of the Goods results in the assessment of a countervailing duty on Buyer as the importer, Richter will reimburse such countervailing duty to Buyer if such reimbursement is permitted under applicable law. If the acts or omissions of Richter (or any individual or entity acting under the direct control of Richter) result in a failure by Richter to

meet the delivery schedule, Richter will select a premium freight option and ship the affected Goods to Buyer as quickly as possible, all at Richter's sole expense.

5. Import/Export. Transferrable credits or benefits associated with the Goods purchased under these Terms, including trade credits, export credits, customs drawbacks, rights to the refund of duties, tax and fee rebates and the like (collectively, "Trade Credits") relating to these Terms will belong to Buyer, unless prohibited by applicable law. Richter will provide Buyer with information and records relating to the Goods and any other information or cooperation necessary for Buyer to (1) receive the Trade Credits, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, (4) participate in any duty deferral or free trade zone programs of the country of import, and (5) establish the country of origin and value of the Goods, including affidavits of manufacture and NAFTA certificate of origin. Richter will obtain all export licenses and authorizations and pay all export taxes, tariffs, duties, and fees associated with the manufacturing and provision of the Goods and any associated services, unless otherwise agreed in writing, in which case Richter will provide all information and records necessary to enable Buyer to obtain such export licenses or authorizations. If Richter is shipping Goods into the United States from locations outside the United States, Richter accepts responsibility for, and will implement security measures, to ensure the safe and secure transportation of goods throughout the supply chain and will adhere to all applicable security requirements (including factory and shipping container security) required under the Customs-Trade Partnership Act Against Terrorism sponsored by the United States Customs and Border Protection Agency.

6. Inspection. Buyer shall inspect Goods upon delivery, to confirm that the Goods conform to the requirements of these any specifications contained in the purchaser order or contract of sale. Any discrepancies or defects must be reported in writing within seven (7) days of delivery.

7. Caveat. The products of Richter are natural products to a large extent. For this reason, deviations in color and growth-related irregularities in the surface may appear. Therefore, Richter reserves changes of this kind, as far as they lie in the nature of the used materials and are negligible. Deviations in color as well as irregularities are negligible, if they do not affect the usability and the intrinsic value of the object of purchase.

8. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Richter, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. This Section 9 does not apply to information that is: (a) in the public domain; (b) known at the time of disclosure; or (c) rightfully obtained on a non-confidential basis from a third party.

9. Indemnification. Richter shall, at its expense, indemnify, hold harmless and, at Buyer's option, defend Buyer and its affiliates and customers and each of their directors, officers, principals (partners, shareholders, or holders of an ownership interest), employees, representatives, and agents from and against any and all claims, judgments, losses, damages, demands, payments, fines, costs, expenses (including reasonable attorneys' fees and court costs), liabilities, and recoveries of any nature or description incurred by an Indemnified party, arising from or relating to: (i) the personal injury to or death of any person, or any property damage, alleged to have been caused by or caused by or attributable to any Good, or any act or omission of Richter or any of its employees, agents, or representatives, including any fault or negligence relating to product liability; or (ii) Richter's breach of these Terms.

10. Governing law; Venue. The rights and obligations of the Parties under these Terms or otherwise related to the Parties' relationship or the Goods shall be governed by and interpreted, construed and enforced in accordance with the internal laws of the State of Maryland, without giving effect to its principles of conflict of laws. The Parties hereby submit to the exclusive jurisdiction of the state courts of Maryland and the federal courts of the District of Maryland with respect to the adjudication of any dispute or controversy, relating to these Terms or otherwise, and expressly waive any objecting to the laying of venue in such forums.

11. MISCELLANEOUS These Terms shall not create any partnership, franchise, joint venture, agency or employment relationship and each party is an independent contractor. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor, nor may either party bind the other party. These Terms are not exclusive. Richter may sell the Goods to any other party, and the Buyer may procure the Goods from any other supplier. All notices, approvals, consents, requests therefor any other communications required or permitted by these Terms shall be in writing, given by personal delivery, by reliable overnight delivery service, or by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses specified in the Order. Notices shall be effective upon receipt, or upon refusal to accept, or of non-deliverability of a notice properly addressed, or upon the next business day if delivered by overnight delivery service. Unless otherwise expressly provided by these Terms, all remedies are cumulative, and a party may seek any other remedy to which it may be entitled. Headings used in these Terms are for convenience only, and are not to be considered in interpreting these Terms. If any provision of these Terms is void or unenforceable, then such provision shall be severed from the remainder of the provisions of these Terms and, if feasible, replaced by a valid and enforceable provision that will achieve the intent of the Parties. The remaining provisions of these Terms shall remain in full force and effect. No waiver of any term or condition of these Terms shall be valid or binding unless in writing and signed by the party granting such waiver. The failure of either party to enforce any provision of these Terms or to require performance shall not be construed as a present or future waiver or affect such party's ability to enforce these Terms in the future. All warranties, indemnification obligations and other obligations that expressly or by their nature survive the delivery of the Goods and payment therefore shall survive for a period of 90 days.

Accepted, authorized signature

By name, title

Date