

HIWIN CORPORATION TERMS AND CONDITIONS OF PURCHASE
(Effective 06/30/21)

All goods, parts and other products and/or services described on the front/first page of this purchase order (collectively, the “Products”) purchased by HIWIN Corporation (“Buyer”) from the seller identified on the front/first page hereof (“Seller”) are purchased subject to the following terms and conditions:

1. ACCEPTANCE. This purchase order constitutes Buyer’s offer to purchase the Products from Seller. Seller agrees that acceptance of this purchase order is limited by and subject to the terms and conditions set forth herein and in any of Buyer’s supplemental conditions of purchase referenced on the front of this purchase order (which are hereby incorporated into and made part of this purchase order). Acceptance of this purchase order may be acknowledged by writing or the commencement of performance by Seller in accordance with this purchase order. Commencement of performance shall be conclusive evidence of Seller’s approval of and consent to the terms and conditions set forth herein. All contrary, inconsistent and/or additional terms and conditions in any acknowledgement, confirmation or other form utilized by Seller are hereby rejected by Buyer.

2. CHANGES. Buyer, at any time, by written notice to Seller may make changes within the general scope of this purchase order. No claim by Seller for any additional charges will be valid unless submitted to and approved by Buyer in writing. Seller may not modify or otherwise alter this purchase order or the Products to be delivered pursuant hereto. No change or modification shall be made to this purchase order by Seller unless authorized in writing by an authorized representative of Buyer.

3. DELIVERY AND PACKING. Time is of the essence in this purchase order. Seller will make deliveries in the quantities and at the times specified herein or in releases issued pursuant hereto. Delivery/shipping terms shall be DAP Buyer’s facility (INCOTERMS 2010), unless otherwise specified in this purchase order. The risk of loss and the duty to insure all Products for their full (100%) replacement values shall remain with Seller until the Goods are delivered to Buyer’s dock. If delivery of the Products is not made within the time specified, or within a reasonable time if no time is specified, Buyer reserves the right, in addition to any other rights or remedies which it may have, to (a) cancel this purchase order or any part thereof, and to refuse to accept the Products without further liability, or (b) require expedited routing and debit Seller’s account for any additional costs incurred as a result thereof. All Products must be packed and properly marked in accordance with any instructions contained in this purchase order, and if no instructions are so contained, then Seller shall pack all Products in a manner that will provide for efficient handling and prevent damage to the Products. All packaging must conform to the requirements of the carrier’s tariffs. Packing lists must accompany each shipment.

4. PRICE. The purchase price set forth in this purchase order includes the Products and all applicable federal, state, and local taxes, tariffs and duties. Seller shall be responsible for the payment of all freight, transportation, insurance, storage, handling, demurrage and similar charges, all of which have been reflected in the purchase price. Upon acceptance of the Products, Buyer shall make payment to Seller as provided on the front page of this purchase order. No charge for packing, freight or cartage will be allowed. Payment for Products will not constitute acceptance thereof. Buyer may reject any Products that do not meet the specifications set forth in this purchase order. Buyer may return, at Seller’s cost and expense such rejected Products to Seller for credit to Buyer’s account or refund. All amounts due to Seller by Buyer may be set off against any amounts owing or to become owing by Seller to Buyer.

5. WARRANTIES; INSPECTION. (a) Seller warrants that the Products will (i) be fit and sufficient for the purposes intended, (ii) be merchantable and free from all defects, including defects in material, design and workmanship, (iii) conform with all representations, descriptions, samples, drawings, plans, specifications, designs and other data supplied by Seller or listed on the front page of this purchase order, (iv) be free and clear of all liens, security interests or other encumbrances, and (v) not infringe or misappropriate any third party’s patent or other intellectual property rights. All services included in the Products shall be performed in a good and workmanlike manner. The foregoing warranties are in

addition to all warranties otherwise available to Buyer by law. Buyer's specifications and requirements take precedence over industry standards. Seller will advise Buyer in writing if Buyer's specifications or requirements are not as extensive as industry standards. All Products ordered will be subject to final inspection and acceptance by Buyer. Products rejected as nonconforming or defective shall be returned to Seller at Seller's expense including transportation and other handling costs. To the extent that Buyer rejects Products, the quantities under this purchase order shall be automatically reduced, unless Buyer notifies Seller otherwise.

6. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable federal, state, and local laws and executive orders, ordinances and regulations pursuant thereto relating to the sale, use, handling and delivery of the Products, and Seller agrees to indemnify Buyer against any loss, cost, liability or damage by reason of Seller's failure to comply with such laws, ordinances and regulations.

7. INDEMNIFICATION. Seller shall indemnify, defend and hold harmless Buyer and Buyer's subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "Indemnitees") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorneys' and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Seller or Seller's negligence, willful misconduct or breach of any warranty hereunder. Buyer shall have the right, at its election, to participate in Seller's defense or settlement of any such claim through counsel of Buyer's choosing. Seller shall not enter into any settlement without Buyer's and Indemnitee's signed written consent.

8. INSURANCE. Seller shall, upon acceptance of any purchase orders hereunder and throughout the performance of its obligations hereunder and until expiration of the applicable statutes of limitations, obtain and maintain in effect and shall furnish certificates of insurance upon Buyer's request, naming Buyer as an additional insured, and evidencing the insurance coverage based on the amounts and limits as follows: (i) Comprehensive Commercial General Liability Insurance including contractual liability coverage with specific reference to liability assumed herein and including coverage for products liability and completed operations which includes coverage for bodily injury and property damage with limits of \$2,000,000 for each occurrence, and \$4,000,000 in the aggregate; (ii) Comprehensive Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles with limits of \$2,000,000 for each occurrence for bodily injury and death and property damage; and (iii) Worker's Compensation Insurance as required by statute in the specific jurisdiction where the work is to be performed. All remaining liability insurance as per Seller's Certificate of Liability Insurance. Seller shall provide Buyer with ninety (90) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer and Buyer's Indemnitees (as defined above).

9. CANCELLATION; MODIFICATION. Buyer may cancel an order for Products no later than fifteen (15) days prior to delivery, and Seller shall pay a refund of all portions of the purchase price not spent on labor and materials for production of the Products, and in any event not less than one-fifth (1/5) of the purchase price for the affected Products. Buyer may modify the required specifications of the Product at any time prior to fifteen (15) days before delivery and Seller may request a corresponding adjustment to the price, subject to Buyer's agreement to the same in writing.

10. FORCE MAJEURE. Buyer's and Seller's obligations hereunder are subject to, and neither Buyer nor Seller shall not be held responsible for, any delay or failure to make delivery of all or any part of the Products or accept delivery of such Products due to acts or circumstances beyond the control of the affected party, including, but not limited to, labor difficulties, fires, casualties, accidents, acts of God, acts of war or terror, transportation difficulties, inability to obtain Products, materials or components or qualified labor sufficient to timely perform part or all of any obligation, or governmental regulations or actions. In the event of the occurrence of any of the foregoing, the performance of the affected party shall be correspondingly extended; provided, that if Seller's performance is extended by more than thirty (30) days, Buyer may terminate the applicable purchase order without further liability.

11. CONFIDENTIALITY. Seller shall keep all information furnished by Buyer (including, but not limited to, drawings, specifications, or other documents prepared by Seller for Buyer in connection with this purchase order), in strict

confidence and Seller shall not disclose any such information to a third party or use such information for any purpose other than performing this purchase order on behalf of Buyer. Seller will not advertise or publish the fact that Buyer has contracted to purchase Products from Seller, or disclose any information relating to this purchase order. Unless otherwise agreed in writing, no information disclosed in any manner at any time by Seller to Buyer will be deemed secret and confidential and Seller shall have no rights against Buyer with respect thereto.

12. MISCELLANEOUS. (a) This purchase order and any and all claims relating hereto shall be governed by the laws of the State of Illinois, without reference to its conflicts of laws provisions. (b) These terms and conditions (together with any executed agreement or accepted purchase order), constitute the entire agreement between Seller and Buyer as it relates to the purchase of Products by Buyer from Seller, and supersede any and all prior agreements, correspondence, quotations or understandings heretofore enforced between the parties relating to the subject matter hereof. The terms and conditions of this purchase order may not be amended, modified or waived without the express written agreement of Buyer and Seller. (c) Seller may not assign this purchase order or delegate any of its obligations hereunder to any third party whatsoever without the prior written consent of Buyer. (d) Any suit or other proceeding relating to this purchase order shall be commenced only in the state or federal courts of Cook County, Illinois. Seller hereby consents to the exclusive jurisdiction of said courts. (e) If Buyer commences an action against Seller to enforce its rights hereunder or for recovery of any amounts paid hereunder or losses or damages sustained by reason of Seller's breach, Seller shall pay to Buyer Buyer's reasonable attorneys' fees and costs and expenses incurred with respect to such action. (f) Buyer and Seller are independent contractors and neither is the representative or agent of the other. (g) All rights available to Buyer under the Uniform Commercial Code except as specifically limited or excluded herein (even though not specifically enumerated), are reserved to Buyer as remedies available in the event of default or breach by Seller. (h) Any failure by either party to enforce at any time any term or condition hereof shall not be considered a waiver of such party's right thereafter to enforce the same or any other term or condition hereof. **(h) BUYER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS. BUYER'S AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS IS LIMITED TO THE AMOUNT OF ALL PAYMENTS MADE BY BUYER UNDER THE APPLICABLE PURCHASE ORDER.**