

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

For the purchase of products and services by Atmus Filtration Technologies Inc., its subsidiaries, and affiliates ("ATMUS")

PRECEDENCE. In the event of any inconsistency between the terms of the (i) General Terms and Conditions, (ii) the Purchase Order Form (including the Special Terms and Conditions), and (iii) any attachments to the Purchase Order, the terms of the Purchase Order Form shall prevail. Notwithstanding the aforementioned, if the Purchase Order is issued in conjunction with a Supply or Service Agreement, the terms of such agreement shall prevail over all other terms set out in the aforementioned (i), (ii) and/or (iii) in the event of any inconsistency. Any additional or conflicting terms or provisions in other documents provided by Vendor relating to such purchase shall not apply to such purchase and are hereby rejected by Buyer.

1. DEFINITIONS

1.1 In this Purchase Order, the following expressions shall have the meanings assigned to them:

1.1.1 "Client" means, where applicable, the Buyer's client for whom the Buyer purchases the Materials under this Purchase Order, and its legal successors or assignees.

1.1.2 "Confidential Information" means any research, development, technical, manufacturing, financial, or other commercial information or "know-how" of a confidential nature, including but not limited to products, technology, equipment, manufacturing processes, inventions, patent applications, designs, design applications, computer hardware and software or any other technical or commercial information which is not common knowledge or publicly available.

1.1.3 "the Buyer" means Atmus Filtration Technologies Inc., or the subsidiary or related corporation of that entity which issues a Purchase Order to Vendor under these Terms and Conditions.

1.1.4 "General Terms and Conditions" means the terms and conditions hereinafter set out.

1.1.5 "Jobsite" means the land and other places upon which the Materials are to be constructed, and such other land or places as may be specified in this Purchase Order as forming part of the Jobsite.

1.1.6 "Materials/Products" means (a) any materials, machinery, tools, supplies, equipment, articles, or any other items to be supplied to the Buyer by the Vendor under this Purchase Order and (b) any materials, machinery, tools, supplies, equipment, articles or any other items to be supplied to the Vendor by the Sub-Vendor in connection with this Purchase Order.

1.1.7 "Purchase Order" means the Purchase Order Form issued to the Vendor, the Special Terms and Conditions, if any, and these General Terms and Conditions together with any specifications, requisitions, drawings, and other related documents that are attached thereto or referred to therein.

1.1.8 "Purchase Order Form" means the purchase order form issued by the Buyer to the Vendor.

1.1.9 "Services" means the inspection, site services, installation of the Materials (if required under the contract) and other services and/or work to be performed by the Vendor under the Purchase Order.

1.1.10 "Special Terms and Conditions" means the terms and conditions specific to this Purchase Order, details of which are attached to the Purchase Order Form.

1.1.11 "Sub-Vendor" means the person, firm or corporation who supplies the Vendor with materials, machinery, tools, equipment, articles, items, or other work or services that are used by the Vendor in connection with this Purchase Order and includes its legal successors or permitted assignees.

1.1.12 "Supply or Service Agreement" means an executed service or supply agreement between the Buyer, and the Vendor issued in conjunction with this Purchase Order.

1.1.13 "Vendor/Supplier" means the person, firm, or corporation to whom this Purchase Order is issued and includes its legal successors or permitted assignees.

2 ACCEPTANCE AND ENTIRETY OF AGREEMENT

2.1 The Purchase Order Form is an offer by the Buyer to purchase the Materials and/or Services and the Vendor shall acknowledge receipt of the Purchase Order without delay.

2.2 Acceptance of the Purchase Order Form (made by written acknowledgment or delivery of the Materials and/or performance of the Services, whether in whole or in part) constitutes acceptance by the Vendor of these General Terms and Conditions.

2.3 Upon acceptance of the Purchase Order Form, this Purchase Order (including its attachments), along with the Supply Agreement (if any), shall constitute the entire agreement between the Buyer and the Vendor.

2.4 Any prior understandings and agreements written or oral, offer by the Buyer to the Vendor or quotation from the Vendor other than the Supply Agreement which is inconsistent with the terms of the Purchase Order shall either be (a) superseded or (b) expressly made conditional on the Vendor's written acceptance of the terms thereof, with express reference to this Purchase Order.

2.5 The Buyer shall not be bound by any statement, representation, promise, inducement, or understanding of any kind which is not stated in this Purchase Order, whether written or oral, express or implied by law, statute or custom.

2.6 Any change, amendment, modification or qualification of any terms and conditions of this Purchase Order shall be made in writing and executed by the parties.

2.7 For the avoidance of doubt, the Buyer is not subject to a minimum term of supply or a minimum volume expressed in any quotation or any other document sent or previously exchanged between the Buyer and the Vendor.

3 CONFLICTS AND DISCREPANCIES

3.1 The Vendor verifies, endorses and represents that all documents and information that the Vendor has received from the Buyer are sufficient and accurate for its performance of the work under this Purchase Order.

3.2 If either the Vendor or the Buyer shall find any inconsistency, conflict or ambiguity with or between the documents of this Purchase Order, the party shall immediately notify the other party of the same, and the Vendor shall promptly advise the Buyer in writing of its proposed amendment(s) to remove or clarify the inconsistency, conflict or ambiguity.

3.3 The Buyer shall issue a written notice setting out whether or not it accepts the Vendor's proposal, with or without amendments thereto as it may consider appropriate, deciding between the inconsistent or conflicting items and/or clarifying the ambiguity and the Vendor shall comply with such instruction without any cost to the Buyer and without change of any obligations of the Vendor under this Purchase Order.

4 PRICE AND PAYMENT

4.1 Unless otherwise expressly stated in this Purchase Order, all prices specified in this Purchase Order are fixed and are not subject to any adjustments whether due to price escalation or any other reason

whatsoever, unless the prior written authorization by the Buyer has been obtained with respect to such adjustments.

4.2 Unless otherwise expressly stated in this Purchase Order, any applicable goods and services, sales, use, or similar taxes levied in the country of manufacture and export and all charges, fees and other expenses (including packaging and delivery charges) are included in the price.

4.3 Payment terms are Net 90 unless otherwise noted on the face of the PO or such number of days as prescribed under the prevailing statutes as applicable. For the avoidance of doubt, payment shall not be deemed to constitute acceptance by the Buyer of any damaged or defective or non-complying Materials.

4.4 The Buyer shall have the right to offset from any payment to be made to the Vendor and any monies claim to be due from the Vendor to the Buyer which have been agreed by the Vendor to be offset, regardless of whether such monies are due under this Purchase Order or not.

4.5 To the extent permitted by applicable law, against Delay in Payment of Subcontract Proceeds, etc. to Subcontractors. The Buyer shall have the right to retain and/or withhold from any payment to be made to the Vendor any monies which have not been agreed by the Vendor to be retained or withheld but is reasonably considered by the Buyer to be due from the Vendor to the Buyer. Such monies may include, where appropriate, any claim that the Buyer may have for loss, cost, expense, or damage which the Buyer has suffered or incurred, or which the Buyer reasonably anticipates that it is likely to suffer or incur, as a result of a breach or non-observance of the terms of this Purchase Order by the Vendor. Upon agreement by the Vendor of the amount due from the Vendor to the Buyer, the Buyer shall immediately make settlement of the difference between the amount withheld by the Buyer and the agreed amount.

5 TERMS OF DELIVERY

5.1 The delivery terms of the Materials shall be as stated in this Purchase Order unless otherwise agreed in writing between the Buyer and the Vendor together with express reference to this Purchase Order.

5.2 The delivery of the Materials shall be completed by the date(s) specified on the Purchase Order Form or as otherwise agreed by the Buyer in writing with express reference to this Purchase Order. Time is of the essence in the performance of the Vendor's obligations under this Purchase Order.

5.3 Without prejudice to Clause 5.2, the Vendor shall only deliver the Materials after confirmation with the Buyer as to the location(s) and time(s) of delivery as specified on the Purchase Order Form.

5.4 Materials delivered in excess of the amount specified in the Purchase Order may be refused and returned to the Vendor at the Vendor's cost and expense. the Buyer shall have no obligation to pay for any Materials and Services performed in excess of what is called for or required by the Purchase Order.

5.5 Each package shall be clearly marked with the Vendor's name and the Buyer's Purchase Order number and reference (if any), delivery address, the Vendor's address and any other details required by the Buyer. Any Materials delivered which is not in compliance with the packaging instructions referred in this Clause 5.5 may be refused and returned to the Vendor at the Vendor's cost and expense.

5.6 The Vendor shall be responsible for proper packaging, loading and tie-down of the Materials to be delivered to prevent damage during transportation. All charges, costs and expenses relating to packing, crating, loading, or storage are included in the price stated in the Purchase Order.

5.7 All Materials shall be suitably packed having regard to the nature of the Materials, to withstand normal freight handling and to withstand extended periods of storage. If the Materials or any parts thereof are damaged due to faulty or inadequate packing, the damaged Materials or parts thereof shall be repaired or replaced at the Vendor's expense whether or not delivery has been accepted. The risk of loss or damage in transit shall always remain with the Vendor.

5.8 In the event the Buyer request to suspend shipment and delivery of Materials, the Vendor shall, upon the Buyer's request, suspend shipment and delivery of Materials until further notification by the Buyer to the Vendor.

6 TITLE

6.1 Without limiting the rights of the Buyer with respect to damaged or defective or non-complying Materials, the legal and beneficial title to the Materials shall pass to the Buyer upon delivery and unloading of the Materials at a destination specified by the Buyer in accordance with terms of delivery.

6.2 The Vendor warrants that neither the Vendor nor anyone claiming under or through the Vendor shall have or shall claim to have any lien, claims, encumbrance or security interest whatsoever against the Materials.

6.3 The Buyer shall be entitled, at any time, to require the Vendor to produce written evidence satisfactory to the Buyer of the Buyer's title in the Materials and absence of any such liens, claims, encumbrances and security interests, and shall be entitled to withhold payment for such Materials pending receipt of such evidence.

7 QUALITY OF SUPPLY

7.1 Vendor warrants that (a) all Materials shall meet the requirements of all the specifications, drawings and/or samples furnished in connection with this Purchase Order, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect, and (b) no Materials delivered shall be of a lesser quality or standard than the corresponding samples or previous samples received by the Buyer from the Vendor. The Vendor's warranties shall survive the Buyer acceptance of, inspection of, and payment for the Materials or Services. Where the Materials include Services, the Vendor warrants that the Services will be provided in a timely, diligent, efficient and skilful manner.

7.2 The Buyer, the Client, and their designated representatives shall have the right to directly access Vendor's and any Sub-Vendor's Jobsites to enable the Buyer, the Client, and their designated representatives to take necessary actions at such locations for the purpose of and in connection with their verification of the Vendor's and/or the Sub-Vendor's compliance with the quality assurance requirements.

7.3 The Vendor shall notify the Buyer immediately prior to the acceptance of this Purchase Order if the Vendor is unable to meet any of the requirements the Purchase Order, which shall include the specifications, drawings and/or samples, terms or the delivery schedule of this Purchase Order.

7.4 With respect to any Materials which do not meet the requirements of this Purchase Order, the Buyer shall have the right, at its sole option, to (a) return such Materials and require Vendor to repair, replace or re-perform such Materials or Services at its own cost and expense immediately after notification and within a period of time specified by the Buyer, (b) carry out any necessary rectification works and then charge the Vendor's account for such work or (c) return such Materials to the Vendor and receive a full refund of the price from the Vendor within thirty (30) days of the Buyer's written notice.

7.5 Where the Vendor has the benefit of warranties in relation to components comprised in the Materials, the benefit of such warranties shall be assignable and hereby assigned to the Buyer. Upon the Buyer's request, the Vendor shall notify the warrantor of the assignment, and do all other things

required by the Buyer to enable such assignment to be effected. the Buyer may, where applicable, assign warranties provided by the Vendor to the Clients and the Vendor shall do all things required by the Buyer to enable such assignment to be effected.

7.6 The representations, undertakings and warranties set out in this Clause 7 shall survive acceptance of the Materials provided hereunder or termination of the Purchase Order and are in addition to any rights of the Buyer under any applicable law (including statute) and undertakings of additional scope given to the Buyer by the Vendor. No implied representations, undertakings or warranties are excluded.

7.7 Vendor acknowledges and undertakes that it shall:

- (a) be wholly and solely liable for the supervision of the performance of the Services; and
- (b) engage appropriately qualified and experienced personnel to perform such supervision.

7.8 Vendor further undertakes to ensure, all equipment used in relation to the Services are appropriate, in good working condition and certified in accordance with all applicable industry standards.

7.9 Vendor undertakes that it will ensure all appropriate safety measures are in place such as but not limited to the following: a traffic management plan, emergency preparedness plan, hazard and risk assessment, and risk control measures.

7.10 If Vendor fails to provide assurance of performance of the above-mentioned undertakings to the Buyer's satisfaction, the Buyer may terminate this Purchase Order forthwith without incurring any liability.

8 AMENDMENT

8.1 The Buyer may, at any time, by giving written or verbal instructions and confirmed in writing to the Vendor, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) specifications, drawings and/or samples; (ii) method of shipment or packing, (iii) date, time and/or place of delivery; and (iv) the quantity of items originally ordered.

8.2 The Vendor shall promptly advise the Buyer (and no later than fourteen days of notification of such changes) of any reasonable proposed change in price, quality or delivery. Such proposed changes shall be subject to approval by the Buyer.

9 WARRANTIES AND GUARANTEES

9.1 The Vendor hereby warrants and guarantees that all the Materials supplied under this Purchase Order shall conform to all of the requirements of the Purchase Order, it should also conform to requirements of all of the applicable laws, regulations and industry standards, including safety, quality and environment matters.

9.2 The Vendor shall provide free repairs to the Buyer and where applicable the Client, where any damage, defect, non-conformity or deficiency of the Materials or any part thereof is discovered for a period of Twelve (12) months after commencement of commercial operation of the goods that the Materials are ultimately incorporated into or eighteen (18) months from the date of delivery of the completed Materials whichever expires later, unless otherwise expressly stated in the Purchase Order Form. The Vendor shall further guarantee a further twelve (12) months period for all remedial works carried out under this warranty.

9.3 Where a defect arises within the original warranty period but does not become apparent until that period has expired, the Vendor's liability shall not cease.

9.4 The Vendor shall reimburse the Buyer for all costs and expenses incurred by the Buyer if the Vendor does not repair and/or replace the Materials as provided herein in a timely manner satisfactory to the Buyer and/or for repair and/or replacement work performed by the Buyer on behalf of the Vendor.

9.5 The Buyer's rights under this Clause 9 are, unless prohibited by applicable law, in addition to any other right or remedy available under statute or at law including with respect to any claim for damages for any defective, non-complying Materials and Services which the Buyer becomes aware of, notwithstanding the expiration of the warranty period.

10 INDEMNITY AND LIABILITY; INSURANCE

10.1 The Vendor shall indemnify, hold harmless and defend the Buyer, the Client, and their successors and assignees from and against any and all losses, damages, claims, actions, demands, cost and/or expenses whatsoever arising from or in connection with this Purchase Order, and reimburse the Buyer and the Client of the same in its entirety, unless directly caused by the Buyer's sole negligence. The Vendor's liability hereunder shall include but not be limited to liability for death of or injury to any person, loss damage to any property and damages or compensation, whether arising from, based upon, or sounding in contract, tort, negligence, strict liability law or otherwise.

10.2 The Vendor further agrees to maintain the following levels of insurance and to furnish to the Buyer certificates of insurance for General/Product liability insurance (\$1,000,000) Property Damage Insurance (\$5,000,000) and Worker Compensation Insurance (as required by statute). The said certificates must set forth the amount of coverage, number of policy, and date of expiration, unless waived in writing. The Vendor further agrees to furnish to the Buyer certificates from governmental agencies (where applicable) and insurance companies, upon request by the Buyer, showing that the Vendor has adequate Worker Compensation coverage. Where the Vendor provides Services, the Vendor must provide professional liability insurance (\$1,000,000 per occurrence).

10.3 In no event shall the Buyer be liable for any indirect, consequential, economic or financial loss, or for incidental or special damages, regardless of however caused and howsoever arising in any way out of this Purchase Order.

11 COMPLIANCE

11.1 The Vendor when conducting business with and/or on behalf of the Buyer, shall comply with all laws, rules, regulations, orders, licenses, consents, and decrees of any national, municipal, local or other government body, and all other requirements having force of law applicable at any time which affect in any manner this Purchase Order or the Vendor's performance hereunder.

11.2 Notwithstanding the generality of the aforementioned, the Vendor expressly agrees to, when conducting business with and/or on behalf of the Buyer, (a) comply with the anti-corruption laws of the countries in which it does business, and not make or authorize any direct or indirect gifts, payments or promises of payments to any government officials or employees, in order to obtain or retain any business, or secure any improper advantage (b) conduct business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which it conducts business and (c) comply with all applicable trade control laws as well as all customs, export, re-export and import laws, regulations and requirements. Vendor shall also comply with any applicable Consumer Privacy or Data Protection Laws, including, but not limited to, the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), and as it may be further amended, along with any other applicable state or federal Consumer Privacy or Data Protection Laws.

11.3 If the Vendor, when conducting business with and/or on behalf of the Buyer, does not comply with any laws, or requirements, then the Buyer shall have the right to terminate this Purchase Order

forthwith without incurring any liability and the Vendor shall bear any additional costs resulting from such non-compliance, including the cost of any necessary remedial work, penalties or fines.

12 GOVERNING LAW, DISPUTES AND ARBITRATION

12.1 Unless otherwise stated in this Purchase Order, the governing law of this Purchase Order shall be the laws of Japan. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

12.2 Any disputes, controversies, or differences of whatever nature arising out of or in connection with this Purchase Order, including any question regarding its existence, validity or termination, shall be attempted to be resolved amicably by mutual agreement by the concerned parties as promptly as possible. If any amicable settlement is not reached between the parties in respect of a dispute within thirty (30) days after either party requested in writing negotiation under this Clause 12.2, or within such other period as the parties may agree in writing, such unresolved disputes shall be referred to and finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The arbitration tribunal shall consist of one (1) independent arbitrator appointed by the Buyer. The decision of the arbitral tribunal pursuant to this clause shall be final and binding. Costs of arbitration pursuant to this clause shall be borne by the Buyer and the Vendor equally. Notwithstanding any dispute that may arise between the Buyer and the Vendor, the Vendor shall continue its performance as required under this Purchase Order.

13 LATE DELIVERY AND PENALTY FOR DELAY

13.1 The Buyer shall have a right to claim from the Vendor by way of penalty being a sum equivalent to one percent (1%) of the price for each week of delay up to a maximum of ten percent (10%) of the price if the Vendor fails to deliver the whole or any part of the materials, drawings and/or shipping documents within the delivery date or dates set forth herein. If the Buyer incurs damages in excess of such penalty amounts, the Buyer shall have a right to claim from the Vendor such excessive amounts.

13.2 The Buyer reserves the right to demand that the Vendor accelerate the late delivery (by transporting the delayed Materials by air at the Vendor's sole cost) and to claim for all damages suffered or incurred by the Buyer in connection with the late delivery.

14. TERMINATION OF AGREEMENT

14.1 The Buyer may terminate this Purchase Order with immediate effect by giving notice in writing to the Vendor if:

- (a) the Vendor commits a breach of its obligations under this Purchase Order and fails to remedy such breach within a period of seven (7) days after receipt of written notice indicating the nature of the breach; or
- (b) the Vendor becomes insolvent, or if an order is made or a resolution is passed for the winding up or liquidation of the Vendor, or if an administrator, administrative receiver or receiver is appointed in respect to the whole or any part of the Vendor's assets or business, or if the Vendor makes any composition with its creditors, or takes or suffers any similar or analogous action in consequence of debt.

14.2 The Vendor agrees to indemnify and save the Buyer harmless from any loss, penalty or damages resulting from the Vendor's failure to make progress or Vendor's refusal or failure to comply with any provision in the General Terms and Conditions. In the event the Buyer terminates the Purchase Order in whole or in part as provided in Clause 14.1, the Buyer may procure from any other third party, the Materials and/or Services, upon such terms and in such manner as the Buyer deems appropriate, and the Vendor shall be liable to the Buyer for any excess cost for such similar Materials. In such event, the

Vendor shall, upon thHe written request by the Buyer, submit the Buyer the relevant documentation, including but not limited to, drawing, test data, covered by the Purchase Order.

14.3 The Vendor shall continue the performance of the Purchase Order to the extent not terminated under the provisions of Clause 14.1. The rights and remedies of the Buyer provided in this Clause

14 shall not be exclusive and are in addition to any other rights and remedies provided by law or under the General Terms and Conditions.

14.4 Upon the expiration or earlier termination of the Purchase Order, the Vendor shall promptly return or destroy any Confidential Information belonging to the Buyer as the Buyer directs.

14.5 The Buyer reserves the right to terminate, at any time and at its sole discretion, the Purchase Order, in whole or in part, by giving fourteen (14) days advance notice in writing to the Vendor. Any settlement of payment (which shall be the full and final settlement of all claims which the Vendor may have against the Buyer as a result of termination) shall be made through mutual negotiation between the Buyer and the Vendor, and shall be based on that portion of the work satisfactorily performed up to the date of termination. In no event shall the Buyer be required to reimburse the Vendor for indirect, consequential, incidental or special damages, including prospective profit or overheads arising out of or in connection wither termination of the Purchase Order.

15. FORCE MAJEURE

15.1 The Buyer shall not be liable for any delay or failure in taking delivery of all or any part of the Materials, or for any other default in performance of the Purchase Order due to the occurrence of any event of force majeure (hereinafter referred to as "Force Majeure") such as but not limited to, Act of God, actions by any government authority, fires, floods, windstorms, explosions, riots, natural disasters, embargo, terrorism, sabotage, war or armed conflict, prohibition of importation, governmental order, strike or any other similar cause which affects the Buyer or any of the Buyer's customers, directly or indirectly, connected with the purchase, resale, transportation, taking delivery of the Materials. In any event of Force Majeure, the Buyer shall notify the Vendor in writing of such event(s) and the Buyer may, in its sole discretion and upon notice to the Vendor, either terminate the Purchase Order or any portion thereof affected by such event(s), or delay performance of the Purchase Order in whole or in part for a reasonable period of time.

15.2 If the Vendor is unable to deliver the Materials in whole or in part as specified on the face of the Purchase Order due to Force Majeure without the Vendor's fault, the Vendor shall immediately notify the Buyer in writing of such delay with the reason thereof, and the Buyer shall, if requested by the Vendor, agree to extend the time of shipment until such event(s) shall no longer prevent delivery by the Vendor. In the event, however, the above-mentioned event(s) cause a delay beyond thirty (30) days, the Buyer may, in its sole discretion and upon written notice to the Vendor, terminate the Purchase Order or portion thereof affected by such event(s) without any liability, and the Vendor shall reimburse to the Buyer any amount of money paid by the Buyer to the Vendor with respect to any undelivered portion of the Purchase Order.

16 SUSPENSION

16.1 The Buyer reserves the right to suspend at any time the execution of all or any portion of the work, by notice in writing to the Vendor. The Vendor shall then immediately discontinue the work from the date of the Buyer's notice thereof and up to the extended date specified in such notice.

16.2 The Buyer shall not be liable for any costs and damages, loss of foreign exchange or loss of the anticipated profits whatsoever resulting from such suspension.

17 RETENTION

To the extent permitted by applicable law, the Buyer shall reserve the right to withhold the corresponding percentage of the total amount of this Purchase Order as retention for uncompleted work and incomplete certification/identification/documents. The Vendor is to notify the Buyer of the fulfillment of the requirements, and the Buyer shall release the retention within ninety (90) calendar days or as may be specified in the Purchase Order after the Buyer's confirmation of acceptance.

18 DESIGN AND INFORMATION

18.1 Any specification, drawing or other document supplied by the Buyer to the Vendor, or specifically produced by the Vendor for the Buyer, in connection with the Buyer's Purchase Order, together with the copyright, design rights or any other intellectual property rights in the specification, drawing or other document or anything made, delivered or performed by the Vendor in which intellectual property rights may subsist, shall be the Buyer's exclusive property, and the Vendor shall not disclose to any third party any such specification, drawing, other document or other proprietary information except to the extent that:

- (a) it is or becomes public knowledge through no fault of the Vendor,
- (b) as required by law, provided that the Vendor gives the Buyer immediate notice of such legal requirement and cooperate with the Buyer's attempts to acquire an injunctive or protective order, or
- (c) for the purpose of fulfilling the Purchase Order provided that the third party is under an obligation of confidentiality no less stringent than stated herein.

18.2 Any article made according to a design specified by the Buyer (not previously a standard commercial design of the Vendor) shall not be furnished by the Vendor to any other person, firm, or corporation.

18.3 The Vendor shall not use any specification, drawing or proprietary information except to the extent that it is required for the purpose of fulfilling the Buyer's Purchase Order.

18.4 Where the Buyer commissions the Vendor to produce a design in accordance with the Purchase Order, the design supplied by the Vendor shall be capable of being implemented to achieve the purpose(s) specified in the Buyer's Purchase Order. Copyright, design rights or any other intellectual property rights in the design shall be the Buyer's exclusive property.

18.5 All copyright or other intellectual property rights in the work produced by the Vendor or (other than design rights under Clause 18.4) to the fullest extent possible under applicable law shall be assigned to the Buyer and the Vendor undertakes to execute all documents and take all steps necessary to secure to the Buyer all rights assigned by this clause. Moral rights must vest in accordance with Clause 18.1.

18.6 The Vendor warrants that the Vendor's performance under the Purchase Order will not infringe the rights of any third party and will not have been previously assigned, licensed or otherwise encumbered.

19 CONFIDENTIALITY

If the Buyer discloses or grants the Vendor access to any Confidential Information (research, development, technical, manufacturing, financial, or other commercial information or "know-how" of a confidential nature, including but not limited to the Buyer's products, technology, equipment, manufacturing processes, inventions, patent applications, designs, design applications, computer hardware and software or any other technical or commercial information which is personal to the Buyer and is not common knowledge among competitors to whom it may be useful and which may give the Buyer an advantage over its existing and prospective competitors, whether reduced to writing or not), the Vendor shall not use or disclose any such information to any other person or

company at any time, and shall not use for its own benefit, any such information including drawings or other documentary information of a confidential nature. The Vendor will use the same standard of care to protect confidential information of Buyer as Vendor uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care. The Vendor further agrees and undertakes to keep confidential and not to disclose to any other person or company at any time any information in respect of, arising from or in connection with this Purchase Order, unless such disclosure is required by law or made with the prior written authorization of the Buyer.

20 SUB-CONTRACTING

the Buyer's Purchase Order is placed subject to the work being carried out by the Vendor and no assignment, sub-contracting or transfer to any Sub-Vendor is permissible without specific prior arrangement with the Buyer in writing which may be subject to any conditions the Buyer deems necessary. No assignment or subcontract (even with the Buyer's consent) shall relieve the Vendor of any obligations under the Purchase Order. Any purported assignment, transfer or subcontract without such written consent shall be void and ineffective.

21 WAIVER, SEVERABILITY AND OTHER

21.1 No waiver or forbearance by the Buyer of any of its rights under the Purchase Order or any provision(s) of these terms and conditions shall preclude the Buyer from enforcing any of its legal rights whatsoever. The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law.

21.2 If anything in these terms or conditions or Purchase Order is unenforceable, illegal or void, then it is severed and the rest of the terms and conditions or Purchase Order remains in force.

21.3 No rule of construction shall apply to the disadvantage of any party on the basis that the terms and conditions or Purchase Order was drafted by that party.

21.4 Any notice required to be made hereunder to the Buyer shall be made to the Purchasing Leader at the address specified on the Purchase Order Form. Any such notice to the Vendor shall be to the address as shown on the Purchase Order Form.

22 SURVIVAL

All provisions of these terms and conditions and the Purchase Order setting out representations, warranties, indemnification obligations, confidentiality, non-solicitation and non-competition obligations by either party, all obligations which occurred prior to termination of the Purchase Order and the general provisions herein shall survive the termination, cancellation and expiration of the Purchase Order.

23 CYBERSECURITY

23.1. "Buyer Data" means any data or information and associated records, in any form or medium, (i) of Buyer, its affiliates or their respective suppliers, customers, or other business partners that is provided to or obtained by Vendor in connection with this Purchase Order, (ii) that is created, generated, collected, processed, maintained, stored, archived, or received in connection with this Purchase Order, or (iii) that is derived or compiled from the foregoing.

23.2. Vendor agrees not to divulge Buyer Data to anyone (other than its personnel who have a need to know such Buyer Data in order for Vendor to perform its obligations hereunder and who are bound by confidentiality obligations no less stringent than those set forth herein), nor use Buyer Data for its own benefit or for any purpose other than performing its obligations under this Purchase Order.

23.3. Vendor shall maintain and comply with a comprehensive cybersecurity and privacy program, which shall include reasonable, appropriate, and adequate technical, organizational, physical, administrative and security measures and safeguards and that prevent the unauthorized destruction, loss, use, disclosure, access or alteration of Buyer Data and the cybersecurity of the Products.

23.4. Vendor is responsible for monitoring cyber intelligence feeds customary in the industry using qualified and experienced personnel with appropriate expertise in cybersecurity for threats or vulnerabilities that may impact the cybersecurity of the Products.

23.5. In the event Vendor becomes aware of any actual or reasonably suspected unauthorized (i) access, control or use of, or loss of access to any Buyer Data ("Security Incident"), or (ii) access, control or use of, loss of access to or other interference with the Products (or any vehicle or any an electronic component or product in which the Products are embedded) ("Cybersecurity Incident"), Vendor shall notify Buyer without undue delay upon discovering the Security Incident or the Cybersecurity Incident and in no case later than forty- eight (48) hours after Vendor becomes aware of such Security or Cybersecurity Incident.

23.6. Vendor acknowledges and agrees that Buyer may disclose information (including confidential information of Vendor) that constitutes, in Buyer reasonable discretion, cybersecurity threat or vulnerability intelligence information, having the potential to impact the cybersecurity of the industry.

24 ADVERTISING OR USE OF ATMUS TRADEMARKS

Vendor shall not use or permit the use of any trademark of the Buyer in description of or in the marketing of Materials or Services provided by the Vendor, or in any manner advertise or publish the fact that Vendor has contracted to furnish Materials pursuant to this PO or any PO with the Buyer.

25. ENVIRONMENTAL

The Vendor agrees to conform to Atmus' Health, Safety and Environment (HSE) Policy and to the procedural requirements associated with the Atmus' HSE Management System. The Vendor shall ensure it has an understanding of its obligations under the Atmus' HSE Management System and assumes responsibility for the consequences of departing from specified procedures.

26 ATMUS POLICIES

26.1 Vendor shall acknowledge and comply with the Atmus' Supplier Code of Conduct ("SCoC"), Atmus' Supplier Handbook and all referenced policies and procedures as presented on Atmus' Supplier portal.

26.2 The Vendor hereby warrants and represents that it has printed each one of them, read them and accepted them in full.

26.3 The provisions of the SCoC are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Vendor and Buyer or any of its affiliates and are incorporated by reference herein. Buyer expects Vendor to hold their supply chain, including subcontractors and third-party labor agencies, to the same standards contained in the SCoC. The SCoC does not create any third-party beneficiary rights or benefits for Vendors, subcontractors, their respective employees or any other party.

26.4 Vendor is hereby advised that it may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the SCoC. Non-compliance or misrepresentation of compliance by a Vendor may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.

26.5 Buyer reserves the right to update, alter, or change the requirements of its SCoC, and Vendor shall accept such changes and act accordingly.