

PURCHASE ORDER TERMS AND CONDITIONS
For the purchase of Indirect products and services by Atmus Filtration Technologies Inc.
its subsidiaries, and affiliates (“ATMUS”)

PRECEDENCE. If there is a conflict between these terms, the information on the face of this PO, or any attachments to the PO, the terms on the face of the PO shall take precedence over these terms, and these terms shall take precedence over any other attachment. If the PO is issued in conjunction with a detailed contract between the parties, the terms of the contract will take precedence over all other terms. Any additional or conflicting terms or provisions in other documents provided by Supplier relating to such purchase shall not apply to such purchase and are hereby rejected by Buyer.

1. GENERAL

1.1 As used in this document, the term “Purchase Order” or “PO” refers to the hardcopy or electronic form for designating the Supplier, the Supplies and other terms of transaction plus these Terms and Conditions (the “Conditions”) and any other terms that are attached or incorporated by reference. “Buyer” means Atmus Filtration Technologies Inc., its subsidiaries, affiliates or related corporation of that entity which issues a PO to Supplier under these Supplier Terms and Conditions; “Supplier” means the supplier or seller identified on the face of this PO and its agents and representatives; “Specifications” means all applicable blueprints, product specifications, the provisions on the face of this PO and any attachments to it; “Supplies” designates raw materials, components, intermediate assemblies, equipment and other supplies including indirect materials, technical data, drawings, or services to be furnished by Supplier to Buyer for this PO.

1.2 This PO shall be construed as an offer to purchase the Supplies on the terms contained herein. The contract resulting from the acceptance of this order is to be construed in accordance with the laws of England and Wales. This PO is not assignable by Supplier in whole or in part. Any dispute shall be adjudicated in the courts of England and Wales.

1.3 Unless expressly set forth below, 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 Buyer and Supplier.

2. CONTROLLING TERMS

This PO is expressly limited to the terms and Specifications contained herein. This PO is an offer to purchase the goods and/or services set forth herein and any preceding offer or quotation of Supplier for alternative or modified terms and Specifications is (a) rejected and (b) expressly made conditional on Supplier’s acceptance of the Specification and terms hereof. Supplier accepts the Specifications and terms by acknowledging or confirming this order or commencing work on or shipping Supplies covered by this PO.

3. PRICES AND INVOICING

3.1 Prices shown on the face of this PO shall include taxes (excluding VAT) and may not be increased without written authorization by Buyer’s Purchasing Department.

3.2 Unless authorized by Buyer, Supplier agrees to issue no more than one invoice to cover all shipments made on any day.

3.3 Buyer will pay the invoiced amounts within 90 days of the date of a correctly rendered invoice to a bank account nominated by the Supplier or such number of days as prescribed under the prevailing statutes, as applicable.

3.4 If Buyer fails to make payment in accordance with this clause 3, then the Supplier may charge interest on the overdue amount at a rate of 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%. Such interest shall accrue on a daily basis from the date on which such overdue amount fell due until payment, whether before or after judgment. If there is any dispute about whether any amount is payable to the Supplier, this clause 3.4 will not apply to such amount until the dispute is resolved.

4. DELIVERY

4.1 Deliveries are to be made in quantities and at times specified on the face hereof or, if not so specified, then as set forth on delivery schedules furnished by Buyer. Delivery shall be FCA Supplier's Facility (as defined in Incoterms 2020). Title and risk in the Products will pass to the Buyer on completion of delivery and upon inspection and acceptance of the Products by the Buyer at a destination specified by the Buyer. The Supplier acknowledges that time for delivery shall be of the essence, that Buyer has strict requirements regarding scheduled delivery dates for goods and that these requirements are essential to Buyer's business. Buyer is not obliged to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

4.2 Supplier shall, upon Buyer's request, suspend shipment and delivery of Supplies to be furnished hereunder as Buyer may request.

5. QUALITY OF SUPPLIES

5.1 Supplier warrants that all Supplies will conform to the Specifications and/or samples furnished in connection with this PO and will be fit and sufficient for the purpose intended, of satisfactory quality and fit for purpose, of good material and workmanship, and free from defect. Supplier's warranties shall survive Buyer acceptance of, inspection of, and payment for the Supplies and shall continue for a period of 24 months from the date of delivery of the goods or supply of the services. Where the Supplies include services, the Supplier warrants that the services will be carried out with all reasonable skill, care and diligence commensurate with the standard of care of similar professionals performing similar services in Supplier's industry, will be provided in a timely, diligent and efficient and that Supplier personnel assigned to perform the services possess the training, skills, competence and experience necessary to safely and properly perform the services.

5.2 Supplier shall notify Buyer immediately prior to the acceptance of this PO if Supplier cannot satisfy the Specifications, terms or the delivery schedule of this PO.

6. DISPOSITION OF REJECTED MATERIAL

With respect to any Supplies not in conformity with the requirements of this PO, Buyer may, at its sole discretion: (a) reject such Supplies and require Supplier, at Supplier's expense, including transportation cost, to inspect, sort out the non-conforming Supplies, rework or repair (or cause to be reworked or repaired) the non-conforming Supplies to render such Supplies conforming, or scrap the non-conforming Supplies and replace such Supplies in a timely manner; (b) rework or repair any such Supplies at Supplier's expense basing charges on Buyer's then hourly rate; (c) cancel the PO, in whole or in part, without charge to Buyer; or (d) promptly re-perform the defective services at no additional cost to Buyer. In the event that a third party is brought in to inspect, sort, rework or repair the non-conforming Supplies by Supplier, the third party shall be subject to the reasonable approval

by Buyer. Supplier shall be responsible for any additional charges that may be incurred by Buyer in connection with nonconforming Supplies, including but not limited to scrap, rework, repair, engine damage, tear down/re-test expenses, premium freight, assembly disruptions/work stoppage, administrative expenses.

7. PACKING, SHIPPING, AND STORAGE

Supplier shall, at his expense, package and preserve the Supplies in such a manner that they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and six months' storage under normal environmental conditions without detrimental effects on the Supplies.

8. TERMINATION AND CANCELLATION

8.1 Buyer may terminate this PO or any part thereof if the Supplier commits a breach of any of its obligations under these Conditions and fails to cure such breach within thirty (30) days of written notice from Buyer.

8.2 Buyer may cancel this PO or any part thereof at any time upon written notice to Supplier without liability except for payment to Supplier of the cost of work in process and material commitments made within the time specified on the face hereof or, if no time is specified, then within two weeks of the date of cancellation.

8.3 Notwithstanding the foregoing, Buyer may cancel this PO without liability or cancellation charges as a result of an event arising under clause 19.1 (Force Majeure).

9. CHANGES

Buyer may at any time, by written instructions or verbal instructions confirmed in writing to Supplier, 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; (ii) method of shipment or packing, (iii) time and/or place of delivery; and (iv) the quantity of items ordered. Supplier shall notify Buyer within fourteendays of notification of such changes of any proposed differences in price, quality or delivery. Such proposed changes shall be subject to approval by Buyer.

10. INTELLECTUAL PROPERTY

10.1 Supplier warrants that the Supplies specified herein (and their sale or use, alone or as a significant element of a combination) will not infringe any patents, inventions, designs, copyright and related rights, database rights, trademarks, service marks and trade names (whether registered or unregistered), and rights to apply for registration, proprietary rights indomain names, knowhow and confidential information, applications, extensions and renewalsin relation to any of these rights, and all other rights of a similar nature or having an equivalenteffect which currently exist anywhere in the world ("Intellectual Property Rights"); and agree to indemnify and hold harmless Buyer and anyone selling or using any of Buyer's products against all judgments, decrees, costs, and expenses resulting from any alleged infringement of any Intellectual Property Rights, and agrees that Supplier shall, upon request of Buyer and at Supplier's own expense, defend or assist if the defence of any action which may be brought against Buyer or those selling or using any of Buyer's products by reason of any such alleged Intellectual Property Rights infringement.

10.2 Any Intellectual Property Rights created in the performance of this PO shall be the sole property

of Buyer and Supplier shall do all things requested by Buyer to transfer the ownership thereof and to perfect the same.

11. DESIGN AND INFORMATION

It is understood that any article made according to a design specified by Buyer (not previously a standard commercial design of Supplier) will not be furnished by Supplier to any other person, firm, or corporation. It is recognized that Supplier will have access to certain confidential information of Buyer and, therefore, Supplier agrees not to divulge to anyone the confidential information of Buyer, nor use for its own benefit, any such information including drawings or other documentary information of a confidential nature. Supplier will use the same standard of care to protect confidential information of Buyer as Supplier uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.

12. REMEDIES

The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this PO shall constitute a waiver of any other breach, or of such provision on the future occasion.

13. LIABILITY, INDEMNITY AND INSURANCE

13.1 Nothing in these Conditions will operate so as to exclude or limit the liability of either party to the other for fraud, death or personal injury arising out of negligence or any other liability that cannot be excluded or limited by law.

13.2 "Supplier agrees to indemnify and protect Buyer against all liabilities, claims, losses, costs, expenses or demands growing out of (a) any breach by the Supplier of the terms and conditions set forth in this PO, (b) any product recalls, or (c) any actual or alleged death or injury to any person or damage to any property or any other damage or loss, by whomsoever suffered, which results in whole or in part from the Supplies or performance of this PO by Supplier, its servants, employees, agents or representatives.

13.3 Supplier further agrees to maintain or cause to be maintained the following levels of insurance with a reputable insurance company with insurers authorised to operate in the jurisdiction, certificates of insurance for (a) General/Product Liability insurance (with a limit of no less than £5,000,000 each and every occurrence); (b) Property Damage Insurance (with a limit of no less than £5,000,000); (c) employers' liability insurance (with a limit of no less than £1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit); and (d) if the Supplier or its employees will operate a motor vehicle in performance of the work, automobile/motor liability insurance covering bodily injury and property damage with limits as required by law. Said certificates must set forth the amount of coverage, number of policy, and date of expiration, unless waived in writing. These policies must be primary and non-contributory with any other insurance available to Buyer (to the extent of Supplier's negligence) and contain a waiver of subrogation in favour of Buyer and its affiliated companies and their employees, officers and directors (except to the extent of gross negligence of Buyer). Insurance required by (a), (b) and (d) above shall schedule Buyer and its affiliates companies as an additional insured or on an indemnity to principals clause (NOT a co-insured) to the extent of Supplier's negligence under each of the above policies, except employers liability Supplier shall also carry umbrella/excess liability insurance that schedules the insurance required by (a), (c) and (d) above as underlying insurance and with limits as follows: If Supplies involve accounting, legal, medical or other professional services, Supplier must also provide: Professional Liability Insurance (with a limit of no less than £5,000,000 per occurrence). If Supplies involve transporting Buyer assets via motor vehicle, the Supplier must also provide: cargo/transit liability insurance (with a limit of no less than £1,000,000). If Supplies involve performing environmentally related activities such as (but not limited to) waste disposal and

environmental clean-up upon Buyer property, the Supplier must also provide: Environmental Impairment Liability Insurance (£5,000,000 Single Limit). Buyer and its affiliated companies shall be additional insured on these policies. The Supplier will, prior to contract inception, work commencement and/or entry upon Buyer' premises, deliver Certificates of Insurance confirming the above listed minimum insurance requirements to the Buyer. Supplier shall require any of its sub-contractors to carry commercially reasonable types and levels of insurance with the same provisions for Indemnity to Principals and waiver of subrogation in accordance with the requirements set out herein. Supplier shall be responsible for any damage or loss suffered by Buyer as a result of non-compliance by Supplier or any sub-contractor with this Section. Supplier shall waive and cause its insurers under the above policies to waive for the benefit of Buyer, any right of recovery or subrogation which the insurer may have or acquire against Buyer or any of its affiliates, or its or their employees, officers or directors for payments made or to be made under such policies.

14. ADVERTISING OR USE OF ATMUS TRADEMARKS

Supplier shall not use or permit the use of any trademark of Atmus in description of or in the marketing of products produced by Supplier, or in any manner advertise or publish the fact that Supplier has contracted to furnish Supplies pursuant to this PO or any PO with the Buyer.

15. SUPPLIER'S INSOLVENCY

15.1 If an Insolvency Event occurs in relation to the Supplier, or if Buyer reasonably believes Supplier may be unable to complete this PO, Buyer may demand adequate written assurance of performance or, at its option, terminate this PO, in whole or in part, without liability except for Supplies previously delivered to and accepted by Buyer. If Supplier fails to provide written assurance of performance, Buyer may terminate this agreement.

15.2 "Insolvency Event" means:

- i the Supplier becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent;
- ii a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the Supplier;
- iii an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to that party and/or over all or any part of the assets of the Supplier; or
- iv the Supplier enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally.

16. COMPLIANCE WITH LAWS

The Supplier agrees to comply with all applicable governmental laws, regulations and rules (including any relevant requirement under any EU Directive) applicable to Supplies furnished under this PO, including without limitation the US Foreign Corrupt Practices Act the U.K. Anti-terrorism, Crime and Security Act 2001 or any similar anti-corruption legislation and all US Export Regulations (and any national, EU or United Nations embargoes or restrictions). In this connection, the Supplier further agrees to indemnify, defend and hold Buyer harmless from and against any liability arising from a breach of the same and agrees to defend at its expense any action brought against Buyer.

17. DISPUTE RESOLUTION

17.1 If a dispute under these Conditions arises:

- i. the party claiming that a dispute has arisen must give notice to the other party indicating the nature of the dispute ("Notice of Dispute");
- ii. within 10 days of receipt of the Notice of Dispute, the Sourcing Manager of Buyer and the equivalent authorised representative of the Supplier must meet and attempt to resolve the dispute within 30 days of receipt of the Notice of Dispute;
- iii. if the parties fail to resolve the dispute in accordance with clause 17.1(ii), the EMEA Indirect Purchasing Leader of Buyer and the equivalent authorised representative of the Supplier must meet and attempt to resolve the dispute within 60 days of receipt of the Notice of Dispute; and
- iv. if the parties fail to resolve the dispute in accordance with clause 17.1(iii), the provisions of clause 1.2 will apply.

17.2 Communications between the parties during the process set out in clause 17.1, whether oral or in writing, will not be admissible as evidence in any legal process unless in writing and signed by both parties.

17.3 Nothing in this clause 17 prevents either party from issuing proceedings where the only relief sought is injunctive or declaratory relief.

18. THIRD PARTY RIGHTS

18.1 The Supplier's obligations under these Conditions (including the representations, warranties and undertakings) are given for the benefit of each member of the Buyer Group.

18.2 It is intended that a member of the Buyer Group may enforce the benefits conferred on it under these Conditions in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

18.3 The consent of the Buyer Group members is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of these Conditions or any one or more clauses of it.

18.4 Except as set out in clause 18.2, a person who is not a party to these Conditions may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

19. MISCELLANEOUS

19.1 Force Majeure. Neither party shall be liable to the other for failure to perform its obligation under this PO when performance is prevented by flood, drought, fire, explosion, war, riot, acts of terrorism, acts of God, industrial action (other than of the affected party's own workforce) or Governments. During the Supplier's inability to supply the Supplies, Buyer may, at its option, procure such Supplies from other suppliers but will revert to the PO once the element of Force Majeure has been overcome.

19.2 Severability.

i If any provision, or part of a provision, of these Conditions is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision will be deemed not to form part of these Conditions, and the legality, validity or enforceability of the remainder of the provisions of these Conditions will not be affected, unless otherwise required by operation of applicable Laws.

ii The parties must use all reasonable endeavours to agree within a reasonable time any lawful and reasonable variations to these Conditions which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.

19.3 Entire Agreement

i These Conditions (including the Purchase Order) constitute the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.

ii Each party acknowledges that in entering into these Conditions it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of the other party in relation to the subject matter of these Conditions at any time before its signature (together, "Pre-Contractual Statements"), other than those that are set out expressly in these Conditions.

iii Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements but for clause 19.3(ii).

iv Nothing in this clause 19.3 will exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

19.4 No partnership: Nothing in these Conditions will (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose, between the parties.

19.5 Assignment and subcontracting:

i The Supplier will not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions without the prior written consent of Buyer.

ii Buyer may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent.

19.6 Buyer may set off any amounts due to Supplier under this PO against amounts owed by Supplier to Buyer for any reason.

19.7 If requested by Buyer, Supplier agrees to give Buyer or its authorized representatives access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.

19.8 Notice. Any such notice to the Supplier shall be to the address shown on the face of the PO.

19.9 Buyer expects Supplier to actively pursue sourcing of materials and services from minority owned and small disadvantaged businesses. Buyer reserves the right to periodically meet with Supplier's purchasing department to review minority sourcing programs and results.

19.10 Supplier agrees to comply with the United States Generally Accepted Accounting Principles, and if requested to by Buyer, Supplier will comply with and assist Buyer as reasonably necessary in its compliance with the requirements of the Sarbanes-Oxley statute and related regulations.

20. ATMUS POLICIES

20.1 Supplier 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.

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

20.3 The provisions of the SCoC are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates and are incorporated by reference herein. Buyer expects Supplier 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 Suppliers, subcontractors, their respective employees or any other party.

20.4 Supplier 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 Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.

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

20.6 Where the Supplies include services to be carried out on the Buyer's site, the Supplier's attention is drawn to the Buyer's Contractors Manual a copy of which should be obtained from the Buyer prior to commencing work.

21. ENVIRONMENTAL

The Supplier agrees to conform to Atmus' Health, Safety and Environment (HSE) Policy and to the procedural requirements associated with the Atmus' HSE Management System. The Supplier 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. To obtain further information, contact the site HSE Leader or Environmental Manager.

22. CYBERSECURITY

22.1. "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 Supplier 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.

22.2. Supplier agrees not to divulge Buyer Data to anyone (other than its personnel who have a need to know such Buyer Data in order for Supplier 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.

22.3. Supplier 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.

22.4. Supplier 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.

22.5. In the event Supplier 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"), Supplier 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 Supplier becomes aware of such Security or Cybersecurity Incident.

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

23. Data Protection

In respect of the processing of personal data carried out by or on behalf of the Supplier under or otherwise in connection with these Terms and Conditions, the Supplier agrees to comply with the terms of the Data Protection Processor Agreement ("**DPA**") into which the parties have entered separately and which forms part of these Terms and Conditions. The terms used in this clause shall be interpreted in accordance with: (i) Regulation (EU) 2016/679 ("**GDPR**"); or (ii) Regulation (EU) 2016/679 as amended by any legislation arising out of the withdrawal of the UK from the European Union ("**UK GDPR**"), in each case as applicable to the processing activities.

24. Acquired Rights Directive

24.1 To the extent that the Acquired Rights Directive 77/187 (as amended by Directive 8221/00 and any further amendments or any re-enactment) (the "**ARD**") and any national law giving effect to the ARD transfers or could transfer or is alleged to transfer to Buyer, or to any incoming service provider who replaces Supplier, the contract of employment (including without limitation any associated liabilities and pension obligations) or liability in respect of the termination of the contract of employment of any person employed or engaged or formerly employed or engaged by the Supplier or any subcontractor engaged by the Supplier (each an "**Employee**"), Supplier indemnifies Buyer and/or an incoming service provider in respect of all claims, losses, demands, actions, proceedings and any award, compensation, damages, fine, order, penalty, disbursement, payment made by way of settlement, costs and expenses or otherwise arising from or in connection with such transfer or potential transfer or alleged transfer, including but not limited to any claim or demand made or brought by or on behalf of any Employee or submitted on their behalf by a trade union or employee representative or otherwise on the grounds that (i) their employment and/or any liabilities in connection with that employment, its termination or cessation (howsoever and whensoever arising) have or should have transferred to Buyer or an incoming supplier pursuant to the ARD, and/or (ii) there has been a failure in whole or in part to inform and/or consult under the ARD on the part of Buyer, the incoming supplier or the Supplier in connection with any relevant transfer under the ARD. Supplier shall co-operate with and provide information concerning the Employees engaged in the provision of the services to Buyer and any incoming service provider promptly upon request in advance of and during the transition of the services. Where the requirements of national law(s) require the execution of further documentation to give effect to this Section, the Supplier agrees to execute such documents promptly.

24.2 Notwithstanding any provision to the contrary in these Purchase Order Terms and Conditions, for the purposes of this Clause and in accordance with the Contracts (Rights of Third Parties) Act 1999 any incoming service provider shall be entitled to enforce the benefits conferred on it by this Clause. The consent of the incoming service provider shall not be required for the variation or termination of this Clause even if that variation or termination affect or will affect the benefits conferred on the

incoming service provider.

25 ADMINISTRATIVE

25.1 Original packing slip must accompany material. PO number, department number, and receiving location code must appear on all invoices, shipping notices, bills of lading, express receipts, packing and packing slips.

25.2 All invoices covering material listed below must refer to this PO number, including the suffix. Only one PO number is to be referenced on the invoice.

25.3 Material shipped from other than Supplier's stock must plainly show Buyer PO number and Supplier's name on packing slips and shipping tags.

25.4 Mexican and Canadian suppliers of goods who provide greater than \$100,000 per year to Buyer, must provide a USMCA certificate to the Buyer.

25.5 This PO is deemed closed upon receipt of the Supplies or services described herein or one calendar year from the date placed, whichever occurs first, unless otherwise stipulated on the face of this order. The foregoing notwithstanding, those terms which by their nature are intended to survive the delivery of the Supplies under the PO shall survive.