

**GTI ENERGY TERMS AND CONDITIONS
FOR THE
PURCHASE OF GOODS AND SERVICES**
Rev. 05/05/2026

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by GTI Energy ("**Buyer**") from the seller named on the Purchase Order ("**Seller**"). Goods and Services may be collectively referred to herein as the "**Work**." Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order (the "**Purchase Order**"), including any attachments, exhibits, specifications, or documents expressly incorporated into the Purchase Order by reference, and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Any quotation, proposal, or similar document issued by Seller that is referenced in or attached to the Purchase Order is included for informational purposes only and does not constitute part of this Agreement unless expressly incorporated herein. Any terms or conditions contained in such Seller documents are hereby rejected and shall have no force or effect. These Terms prevail over any of Seller's general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms.

(c) Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms. Seller's acceptance of this PO shall be deemed to occur upon the earliest of the following: (i) acknowledgment of this PO; (ii) commencement of any Work, performance of any Services, or initiation of any effort in furtherance of this PO; (iii) shipment or delivery of any Goods, materials, equipment, or supplies hereunder; or (iv) acceptance of any payment issued in connection with this Agreement. This Agreement expressly limits Seller's acceptance to the terms of this Agreement.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) In certain circumstances where Buyer is purchasing Goods under special scheduling conditions, Seller shall not, without Buyer's prior written consent, manufacture, procure, or otherwise commit to materials or Goods in advance of Seller's normal production or procurement flow time, or deliver Goods in advance of the schedule specified in this Purchase Order. Any such advance manufacturing, procurement, or delivery undertaken without Buyer's prior written consent shall be at Seller's sole risk and expense, and Seller shall have no claim against Buyer for costs, damages, or loss resulting from termination, change, or cancellation of this Purchase Order. Buyer may, at its sole discretion, return, store, or otherwise manage any items delivered in advance of the scheduled delivery date at Seller's sole expense, including all transportation, handling, and storage costs. Delivery in accordance with the schedule specified in this Purchase Order is an essential condition of this Purchase Order. Buyer shall not be responsible for any additional transportation, handling, or cartage costs if Seller delivers Goods to any location other than the Delivery Point specified on the face of this Purchase Order.

(d) Seller shall provide the Services to Buyer as described and in accordance with the dates or schedule set forth on Purchase Order and in accordance with the terms and conditions set forth in these Terms.

(e) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Discount Date. The date for calculation of any cash discount offered by Seller and indicated on the face of this Purchase Order shall be the later of: (i) the date specified in the Purchase Order, or (ii) the scheduled date for receipt of the Goods or

completion of the Services. Any delays in receiving invoices, or any errors or omissions on invoices, shall constitute just cause for Buyer to withhold payment without forfeiting the discount privilege. For discount purposes, payment shall be deemed made on the date Buyer mails the payment check or initiates electronic payment.

4. Quantity. Seller shall deliver the exact quantity of Goods and/or provide the exact quantity of Services specified in the Purchase Order (the "Specified Quantity"), and no variation in quantity is permitted without Buyer's prior written consent. Partial shipments, over-shipments, or under-shipments shall not constitute fulfillment of Seller's obligations under the Purchase Order and may, at Buyer's sole discretion, be rejected and returned to Seller at Seller's sole cost and risk. If Seller delivers less than the Specified Quantity, Buyer may: (a) require Seller, at its sole expense, to promptly deliver the remaining quantity; (b) accept the lesser amount delivered; (c) procure replacement goods or services from an alternate source and recover from Seller any additional costs incurred; or (d) terminate the Purchase Order in whole or in part and recover any amounts paid for Goods or Services not received. The total amount payable under the Purchase Order shall be adjusted on a pro-rata basis to reflect the quantity accepted or remedy elected by Buyer. If Seller delivers more than the Specified Quantity, Buyer may accept only the Specified Quantity and return any excess at Seller's sole cost and expense or retain the excess at no additional cost.

5. Shipping Terms. Delivery shall be made in accordance with the terms on the face of this Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon Buyer's acceptance of the Goods at the Delivery Point.

7. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect, test, and verify ("**Inspect**") the Goods at any time on or after the Delivery Date. Buyer, at its sole option, may Inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) reject such Goods, return them to Seller at Seller's sole cost and risk, and rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods at Seller's sole cost and risk. If Buyer requires replacement of the Goods, Seller shall, at its expense, within 14 days replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, packing and transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to the termination provisions herein. No Inspection or other action by Buyer under this Section shall reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to Inspect further after Seller has carried out its remedial actions.

8. Inspection and Rejection of Nonconforming Services. Buyer has the right to Inspect all Services performed under this Purchase Order at any time, including during performance, upon completion of deliverables, or after acceptance. Buyer, at its sole discretion, may Inspect all or a sample of the Services and may reject all or any portion of the Services if it determines the Services are nonconforming, defective, incomplete, or not performed in accordance with the requirements of this Agreement. Acceptance of any Services shall not constitute a waiver of Buyer's right to reject nonconforming or defective Services discovered subsequently. If Buyer rejects any portion of the Services, Buyer, effective upon written notice to Seller, may, at its sole discretion: (a) rescind this Purchase Order in its entirety; (b) accept the Services at a reasonably reduced price; or (c) reject the Services and require re-performance of the rejected Services. If Buyer requires re-performance, Seller shall, at its sole expense, promptly and diligently correct or re-perform the nonconforming Services within a timeframe specified by Buyer at Seller's sole cost and risk, including any costs associated with verification, testing, or review of the corrected Services. If Seller fails to timely re-perform the Services, Buyer may engage a third party to perform the Services and charge Seller for all costs incurred and may terminate this Agreement for cause pursuant to the termination provisions herein. No Inspection, rejection, or other action by Buyer under this Section shall reduce, waive, or otherwise affect Seller's obligations under this Purchase Order, and Buyer shall have the right to conduct further inspections or reviews after Seller has carried out its remedial actions.

9. Inspection Prior to Shipment. Seller shall permit Buyer, at Buyer's sole discretion, to Inspect the Goods at any stage of manufacturing, fabrication, or assembly, including at Seller's facilities or the facilities of Seller's subcontractors, prior to delivery. Such pre-delivery inspections may include, without limitation, examination of materials, components, processes, quality control records, test results, and compliance with specifications set forth in this Purchase Order. Buyer's pre-delivery inspection shall not constitute acceptance of the Goods, nor shall it relieve Seller of its obligations under this Purchase Order. Buyer may, at its sole discretion, require Seller to correct or replace any nonconforming or defective Goods discovered during pre-delivery inspection at Seller's sole cost and risk. Any such corrective action shall be completed prior to shipment of the Goods. Seller shall provide reasonable access, assistance, and documentation requested by Buyer to facilitate pre-delivery inspection, including timely notice of the availability of Goods for inspection. Costs associated with Buyer's pre-delivery inspection shall be borne by Buyer, except that all costs for correction, rework, or replacement of nonconforming items shall be borne by Seller.

10. Government's Right to Inspection. To the extent that any Goods or Services under this Agreement are funded, in whole or in part, by the U.S. Government or any other governmental entity, all inspection, audit, and verification rights granted to Buyer under

this Purchase Order shall also extend to such government entity, and Seller shall provide reasonable access, assistance, and documentation to support such inspections.

11. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packing, crating, handling, transportation, shipping, insurance, customs duties, and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes, and any other charges necessary to deliver the Goods to the Delivery Point in accordance with this Purchase Order. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

12. Invoices. Seller shall submit all invoices electronically to invoices@gti.energy. Each invoice must include the applicable Purchase Order number, a description of the supplies and/or services provided, quantities, unit prices, and the total amount due. Buyer may reject any invoice that does not comply with the requirements of this Purchase Order, including any invoice containing errors, omissions, discrepancies, incorrect pricing, or missing supporting documentation. Any payment due date shall be tolled until Buyer's receipt of a corrected, compliant invoice. To the extent applicable, sales of any kind to Buyer shipped to or provided in Illinois are exempt from Retailers' Occupation Tax, Service Occupation Tax (both state and local), Use Tax, and Service Use Tax, and Seller shall not include such taxes in an invoice unless otherwise required by law and approved in writing by Buyer. Payment of any invoice shall not constitute acceptance of any supplies or services, nor shall it waive any rights or remedies available to Buyer under this Purchase Order, at law, or in equity.

13. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and/or performance of the Services and only in accordance with these Terms. Upon submission of proper invoices, Seller shall be paid the prices stipulated in the Purchase Order for Goods delivered and accepted or Services rendered and accepted; provided that Buyer shall have no obligation to pay any portion of an invoice that Buyer, in good faith, disputes. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement.

14. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and applicable health and safety practices and procedures;

(c) promptly report to the applicable Buyer project manager or technical contact person any incidents, accidents, safety hazards, security breaches, or other events that Seller is involved in or witnesses that occur in connection with Seller's performance of the Services. Such reports shall be made as soon as reasonably practicable, but in no event later than 24 hours after the occurrence of the incident, and shall include all relevant information known to Seller, including the nature, time, location, and any immediate corrective actions taken.

(d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of seven years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(e) obtain Buyer's written consent, which may be given or withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(f) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement;

(g) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(h) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(i) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

15. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "Change Order"), order changes to the Services. Seller shall, within three (3) days of receipt of a Change Order, submit to Buyer a firm cost proposal for the Change Order. Any adjustments to Seller's compensation, performance deadlines, or other terms shall only be effective if mutually agreed in writing by the parties and issued under a revised Purchase Order. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in compensation or deadlines unless expressly agreed in writing as set forth above.

16. Warranties.

(a) Seller warrants to Buyer that for a period of 12 months from the Delivery Date, all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer;

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally accepted industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, within 14 days (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services. The warranty for any such repaired or re-performed Services shall be extended 12 month from the date of such repair or reperformance.

17. General Indemnification. If these terms primarily cover the purchase of Goods, the following Indemnification terms shall apply: Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's prior written consent.

18. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

19. Limitation of Liability. Buyer's liability to Seller, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount of this Purchase Order. In no event shall Buyer be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits or business interruption, even if Buyer has been advised of the possibility of such damages.

20. Copyright. Seller agrees that all papers, reports, publications, software codes and/or other works created by Seller pursuant to this Purchase Order ("works") which are subject to copyright and fixed in a tangible medium of expression are intended to be "Works Made For Hire", as defined in 17 U.S.C. Section 101, and Seller agrees to assign and does hereby assign all rights, title and interest in the copyright for the works to Buyer. In the event any such works created by Seller pursuant to this Purchase Order are not deemed a Work Made For Hire, Seller hereby assigns all rights title and interests to such works to Buyer and shall take all steps necessary to protect such copyright on behalf of Buyer.

21. Patent. All right, title and interest in and to any patents which may result from the Work performed under this Purchase Order hereby vests in Buyer, who shall at its own expense file all patent applications in the United States and selected foreign countries. Seller shall execute and deliver all documents and take all actions reasonably necessary to evidence, perfect or enforce Buyer's patent rights, including prosecution and maintenance of patent rights.

22. Insurance. Seller and its subcontractors shall maintain insurance and furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits: (a) Workers' Compensation as required by the laws of the jurisdiction in which the work is performed; (b) Commercial General Liability in amounts of not less than Two Million Dollars US (\$2,000,000 US) per occurrence and Five Million Dollars US (\$5,000,000 US) in the aggregate; (c) Automobile Liability Insurance in amounts not less than One Million Dollars US (\$1,000,000 US) combined single limit (bodily injury and property damage); and (d) Professional Liability Insurance in amounts of not less than Two Million Dollars US (\$2,000,000 US) per occurrence. Contractor shall maintain all insurance required herein for the duration of this Purchase Order and, with respect to Professional Liability Insurance, for at least three (3) years following final completion and acceptance of the work. GTI shall be named as additional insureds on all such policies (other than Workers' Compensation Insurance and Employer's Liability Insurance) and coverage of such additional insureds shall be primary and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds. Certificates stating the amount of coverage, number of policy and date of expiration must be furnished prior to any performance of work. Seller shall provide Buyer with written notice 14 days in advance of the date any of the above insurance policies will lapse or be canceled.

23. Responsibility for Property. Except as otherwise provided in this Purchase Order, any Buyer furnished or Government furnished property shall remain the property of the Buyer or Government, and Seller shall, to the extent of its legal liability, bear the responsibility or risk of loss and damage to such property caused by Seller or while in its possession. Seller shall at all times properly protect, maintain, and safeguard such property. Title thereto shall not be affected by the incorporation or attachment thereof to any property not owned by Buyer or the Government nor shall any such property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty. Upon Buyer's request, Seller shall promptly return such property at Seller's sole expense. Seller shall immediately notify Buyer in writing if any such property is lost, destroyed, or damaged and shall provide all information necessary to support insurance claims or other recovery efforts.

24. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

25. Stop Work. Buyer may, at any time, issue a written stop work order requiring Seller to suspend all or any part of the work under this Purchase Order for the period specified. Upon receipt, Seller shall promptly stop the affected work and take all reasonable steps to minimize associated costs and commitments. Seller shall resume work only upon Buyer's written direction. Buyer may cancel the stop work order, modify the work, or terminate this Purchase Order in whole or in part. Any equitable adjustment to price or schedule resulting directly from the stop work order shall be subject to mutual written agreement.

26. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

27. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

28. 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 Seller, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked or designated as "confidential," shall be deemed confidential and shall be used solely for the purpose of performing this Purchase Order. Seller shall not disclose, reproduce, distribute, or use such information for any other purpose without the prior written consent of Buyer. Seller shall take all reasonable measures to protect the confidentiality of Buyer's information, including measures at least as stringent as those it uses to protect its own confidential information of a similar nature. Upon Buyer's request, or upon termination or completion of this Purchase Order, Seller shall promptly return or destroy all confidential information, including all copies, summaries, and derivative materials, and certify in writing to Buyer that such return or destruction has been completed. Buyer shall be entitled to injunctive or other equitable relief to prevent or remedy any actual or threatened violation of this Section, in addition to any other rights or remedies available at law or in equity. This Section shall not apply to information that (i) is or becomes part of the public domain through no fault of Seller; (ii) is known to Seller prior to disclosure by Buyer, as demonstrated by written records; or (iii) is rightfully obtained by Seller on a non-confidential basis from a third party with the right to disclose such information.

29. Debarment, Suspension, and Other Responsibility Matters. If this Purchase Order is \$25,000 or greater, the Seller hereby certifies that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded by any Federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a) of this Section; (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and (e) are in compliance with the Code of Business Ethics and Conduct as required under the Government's FAR Subpart 3.10. Seller shall submit a written explanation in the event it is unable to certify any of the statements in this Section.

30. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 14 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 14 consecutive days following written notice given by it under this Section 19, the other party may thereafter terminate this Agreement upon five days' written notice.

31. Publicity. Seller shall not, without the prior written consent of Buyer, issue any press release, public statement, or other announcement regarding this Purchase Order, its subject matter, or its terms. This restriction includes, but is not limited to, marketing materials, social media posts, or disclosures to the media or other third parties.

32. Government Terms. Additional terms and conditions applicable to purchases made under a U.S. Government prime contract or subcontract are available on Buyer's website at <https://www.gti.energy/working-with-gti-energy/vendor-forms/> and are hereby incorporated by reference into this Agreement when a Government contract number is identified on the face of the Purchase Order. In such cases, Seller shall comply with all applicable flowdown provisions as if fully set forth herein.

33. Site Access Terms. For any Services performed onsite at GTI Energy facilities, or where Seller otherwise requires access to Buyer's property, the Site Access Terms and Conditions available on Buyer's website at <https://www.gti.energy/working-with-gti-energy/vendor-forms/> shall apply and are hereby incorporated by reference into the Purchase Order.

34. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

35. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

36. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

37. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

38. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

39. Notices. All notices, requests, consents, claims, demands, waivers, and other communications issued under the Purchase Order (“Notices”) shall be provided in writing and delivered electronically via email to the contact listed on the face of the Purchase Order and shall be deemed given upon transmission, provided that no undeliverable message is received. If required by law or agreed in writing by the parties, Notices may also be delivered by hand, by nationally recognized overnight courier, or by certified or registered mail (in each case, return receipt requested and postage prepaid) to the Party’s address set forth on the Purchase Order, and shall be deemed given when received by the intended recipient. Either Party may update its notice contact information by providing written notice, including by email, to the other Party. Notices to GTI Energy should be sent to legalnotices@gti.energy.

40. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

41. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

42. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.