

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

For the purchase of direct material by any subsidiaries and affiliates of Cummins Inc. located in Canada ("Buyer")

OFFER

1.1 This purchase order ("Purchase Order" or "PO") constitutes an offer to buy goods and services ("Products") pursuant to the description and other terms set forth on its face and reverse side (the "Terms"). No additional or different terms offered by Supplier shall be or become part of this PO unless made in writing and signed by Buyer's authorized representative. Any reference to Supplier's quotation shall be for informational purposes only and shall not be construed as acceptance of Supplier's terms and conditions. The offer can be accepted by Supplier either expressly or implied by the fulfilment of the Purchase Order.

1.2 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 hereto, the terms of the contract will take precedence over all other terms of this PO.

1.3 The purchase of Products by Buyer is expressly conditioned on Supplier's acceptance of the 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.

1.4 The parties hereto acknowledge that they have requested that this PO and all notices and documents relating to this PO be drafted in the English language. *Les parties aux présentes reconnaissent qu'elles ont requis que la présente convention et tous avis et documents qui y sont afférents soient rédigés en langue anglaise.*

1.5 Supplier may not assign, transfer, subcontract or deal in any other manner with its obligations under this Purchase Order, in whole or in part, without Buyer's prior written consent. Any such consent of Buyer will not release Supplier from, or limit, any of Supplier's obligations under this Purchase Order. Any direct or indirect change in control of Supplier resulting from a

merger, consolidation, share transfer, asset sale or similar transaction shall be deemed an assignment or delegation for purposes of this Purchase Order that requires Buyer's prior written consent. Buyer may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Purchase Order. Supplier warrants and guarantees that, if a subcontract is approved by Buyer, any such subcontractor's performance will satisfy all requirements applicable to Supplier under this Purchase Order.

PRICING

2.1 No specific charges shall be incurred for lead time, preservation, packing, kitting, lot sizes, carriage, or storage unless a prior agreement has been established in writing. Neither lead times nor prices may be increased without documented justification and reasonable notice to Buyer and commercially reasonable opportunity for Buyer to negotiate such changes. Supplier represents and warrants that all taxes have been paid and no taxes are unpaid or with the passage of time will create a lien upon the Products or equipment.

2.2 Supplier shall collect and remit any sales taxes in relation to the Products including any applicable federal and provincial sales, excise, value added, goods and services and harmonized sales taxes and other similar taxes directly imposed by a governmental authority in relation to the Products (except taxes levied on income).

2.3 Payment will be made within 90 days after the receipt by Buyer of an invoice from the Supplier issued pursuant to this PO, unless otherwise stated on the face of PO.

2.4 By accepting this Purchase Order, Supplier agrees to supply the Products set forth on the Schedule or Appendix, as applicable, ordered hereunder at the same price on future orders, whether under a subsequently issued Purchase Order or otherwise, unless ninety (90) days prior written notice of price increase and an explanation in relation thereto is provided by Supplier; provided, however, that such

ninety (90) day prior written notice requirement shall not apply in connection with commodity market or foreign currency exchange adjustments where a separate agreement exists, in which case such separate timing requirement terms shall apply. Supplier shall supply at the current price through the entirety of said ninety (90) day notice period. Unless otherwise specified, all pricing is global and in United States Dollars.

2.5 Supplier acknowledges and agrees that the continuous supply of the Products ordered by Buyer from Supplier pursuant to this PO is critical to the commercial interest of Buyer. By accepting this PO, Supplier undertakes to provide Buyer with written notice ("Last-time Buy Notice") no less than ninety (90) days prior to Supplier reducing, discontinuing, suspending, or relinquishing its ability to supply each Product ordered pursuant to this PO. The Last-time Buy Notice shall include a detailed description of the reason for reduction, discontinuation, suspension or relinquishment. In the event a Last-time Buy Notice is given, Buyer will have the right, within ninety (90) days' receipt of such notice, to make one or more final bulk purchase in any quantity at the Product pricing set forth in this PO; provided, however, the quantity of such bulk purchases shall not be in excess of the cumulative amount purchased by Buyer during the preceding twelve (12) months.

2.6 Supplier and Buyer recognize and acknowledge that a breach of the covenants contained in Sections 2.4 and 2.5 of the Terms will cause material and irreparable damage to Buyer, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, Supplier agrees that in the event of a breach of any of the covenants contained in Sections 2.4 and 2.5 of the Terms, in addition to any other remedy which may be available at law or in equity, Buyer shall be entitled to immediate temporary, preliminary, and permanent injunctive relief, including specific performance, to require Supplier to comply with Sections 2.4 and 2.5 of the Terms, and Buyer shall be entitled to such relief without the necessity of proving that actual damages are not an adequate remedy or of posting a bond or any other security, and Supplier waives any defense to such relief based on any defense that there is an adequate remedy at law.

INVOICING

3.1 Unless authorized by Buyer, Supplier agrees that only one PO number can be listed on any invoice. Multiple invoices can be issued against a single PO. Invoices must reflect prices in accordance with the terms stated above and should be submitted in accordance with these Terms. The Buyer, at its discretion, will manage invoice discrepancies.

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

3.3 If requested by Buyer, Supplier must receive POs and send invoices electronically.

3.4 *[Invoices not sent electronically are to be mailed to Buyer's specified site address.]*

DELIVERY

4.1 Unless otherwise specified on the front of the PO, Products will be sold *[FCA Supplier's Facility]* Incoterms 2020, and all delivery terms will be interpreted in accordance with the most recently published International Chamber of Commerce Incoterms.

4.2 Supplier shall, upon Buyer's request, suspend shipment and delivery of Products to be furnished hereunder at no cost.

[4.3 Supplier shall pack and preserve the Products so they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and storage under normal environmental conditions without detrimental effects in accordance with Buyer's packaging standards.]

4.4 All shipments must contain documentation specified by Buyer. If not specified, documentation will consist of a packing slip listing Products, Buyer's part number, Purchase Order number, plant name, invoice number and receiving locations, with all packages marked identifying Products by name and Buyer's part number. The package containing the packing slip must be clearly identifiable. Bar codes may be required per Buyer's packaging standards.

4.5 Supplier must adhere to Buyer's procedures involving logistics and warehousing instructions, including instructions provided in materials agreements or transportation routing letters.

4.6 Supplier shall document country of origin in the format specified by the Buyer to comply with regulations, including NAFTA certificates of origin, duty draw back documentation or manufacturer's affidavit as requested. It is the responsibility of Supplier to monitor the information and immediately notify Buyer of any changes. Such changes must be communicated in writing to Buyer's Customs Department.

4.7 No over shipments accepted at additional cost. Shipments of hazardous material "MUST" be properly labelled in accordance with OSHA regulations and any other legislation applicable to dangerous goods.

QUALITY

5.1 Supplier warrants that Products will conform to the specifications agreed to by the parties hereto (the "Specifications") and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. These warranties of Supplier shall survive Buyer's acceptance of, inspection of and payment for the Products and shall enure to the benefit of the Buyer and Buyer's successors, assigns, customers and users.

5.2 Supplier will not change its specifications, materials, material suppliers or production of testing process or locations in relation to the Products, without prior written notice to and written approval from Buyer and assuring that such change will have no effect on the Products conformity to the Specifications.

5.3 In the event of a breach of any such warranty, or if any Products do not conform to the Specifications, Buyer may, in its sole discretion: (a) reject such Products and require Supplier, at Supplier's expense, including transportation cost, to inspect, sort out non-conforming Products, rework non-conforming Products to render such Products conforming, or scrap the non-conforming Products and replace such Products in a timely manner to insure Buyer's production weight is maintained; (b) rework any such Products at Supplier's expense basing charges on Buyer's then-current hourly rate; or (c) cancel the Purchase Order, in whole or in part, without charges or other penalty to Buyer. In the event a third-party is brought in to inspect, sort or rework the non-conforming Products by Supplier; the third-party shall be subject to the reasonable approval by Buyer. Additional costs may be incurred by Buyer which include scrap, rework, engine damage, tear down/re-test expenses, premium freight (per Section 16.2), assembly disruptions/work stoppage, administrative expenses, etc. The parties hereto will negotiate these charges in good faith.

INSPECTION

6. Buyer may carry out Inspections, including quality surveys/audits, and testing at any stage of the manufacture of the Products ("Inspection"). Supplier or subcontractor, without additional charges, shall provide all reasonable access to facilities and assistance required for safe and convenient Inspection. Buyer shall not unduly delay the work while conducting such Inspection. Buyer shall not be liable for any reduction in value of samples used in connection therewith, nor shall any rejected Products be delivered to Buyer. Buyer's Inspection, or lack thereof, shall not relieve Supplier of responsibility for Products that have not been supplied in accordance with the Specifications, imply approval or acceptance by Buyer, or waive Supplier's

responsibility for latent defects, fraud, gross negligence or warranty.

CHANGES

7.1 Buyer may at any time, by written instructions or verbal instructions confirmed in writing to Supplier, make changes in the services to be performed or the Products to be furnished hereunder in any one or more of the following: (i) drawings (ii) designs (iii) specifications (iv) method of shipment (v) packing (vi) time of delivery (vii) place of delivery and (viii) quantity of items ordered. In no event shall Buyer be liable for indirect, incidental or consequential damages. Changes do not affect the enforceability of this PO.

7.2 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.

7.3 Neither party hereto shall be liable to the other for failure to perform its obligations under this PO when performance is prevented by an event which is (i) beyond the reasonable control of Buyer or Supplier respectively, or (ii) which Buyer or Supplier respectively could not reasonably foresee or reasonably provide against, and (iii) which prevents Buyer or Supplier respectively from carrying out the terms of the PO. Such cause (each an "Event of Force Majeure") includes but is not limited to flood, drought, fire, war, riot, acts of terrorism, pandemics, acts of God or order or action of governmental authority. During the Supplier's inability to supply the Products due to an Event of Force Majeure, Buyer may, at its option, procure such Products from other suppliers but will revert to making purchases under the PO after the conclusion of the Event of Force Majeure.

TOOLING

8. Except as agreed in writing by Buyer, Supplier shall be responsible for the cost of all tooling, gauging and facilities necessary for the supply of the Products, whether standard or unique to the manufacture of the Products. Supplier shall provide Buyer with detailed descriptions of the tooling and related information to provide assurance that Supplier is utilizing tooling at world-class market levels. Supplier shall maintain, repair and replace, at its own expense, all tooling, gauging and facilities necessary for the Products. Supplier shall keep all such tooling, gauging and facilities in good working order and condition, fully covered (replacement value and cost) by insurance and free from liens and other encumbrances. Supplier shall not make any changes to the specifications,

physical composition, location, tooling, sub-tier suppliers or processes used to manufacture the Products without obtaining Buyer's prior written consent. Unless otherwise approved in writing by Buyer, Supplier shall not use Buyer-unique tooling, or tooling otherwise funded in whole or in part by Buyer, to manufacture, recondition or repair products except for sale to Buyer or a third party approved by Buyer.

PUBLICITY

9. Supplier shall not disclose the existence of this Purchase Order or its Terms and shall not release any advertising copy or public statements mentioning Buyer or any of its affiliates or quoting opinions of any of its employees nor use the name or trademark of Cummins without the prior written consent of Buyer or Cummins, as the case may be.

INDEMNIFICATION

10.1 Supplier will indemnify, defend and hold harmless Buyer, its customers, affiliates and subsidiaries, and each of their respective shareholders, equity holders, officers, directors, agents, employees, successors and assigns from and against all losses, costs, damages, expenses (including reasonable attorneys' fees), suits, claims, demands or other liabilities, directly or indirectly arising out of or relating to (i) any breach of any representation, warranty or covenant of this Purchase Order by Supplier; (ii) any negligent or intentional acts or omissions or wilful misconduct of Supplier; (iii) any failure of Supplier to comply with or observe any applicable law; (iv) any injury, disease, or death of any person, fine, penalty, or damage to or loss of any property, by whomever suffered, which is claimed to have resulted in whole or in part from the purchase, sale, use or operation of any Product, including Supplier's provision thereof, or any actual or alleged defect in such Product, whether latent or patent, including any alleged failure to manufacture the Products according to Buyer' requirements or Specifications, or to provide adequate warnings, labelling or instructions specified by Buyer; (v) any Product recall; (vi) any third party claim regarding Supplier's performance under this Purchase Order; (vii) any third-party claim regarding Buyer' use of Supplier's intellectual property in accordance with this Purchase Order as set out in Section 15.3; and (viii) any claim that Products infringe or misappropriate any intellectual property right as set out in Section 15.3.

10.2 In no event shall Buyer be liable to Supplier or any third party for lost profits or business, or for any indirect, special, incidental, exemplary or consequential damages of any kind arising out of or in connection with this Purchase Order, however caused

(whether in contract, tort (including negligence) or otherwise).

REPAIRS AND AFTERMARKET SERVICES

11.1 Unless otherwise agreed in writing, Supplier grants to Buyer a license to repair, rebuild and to have Products repaired, rebuilt and relocated without payment of any additional fees to Supplier.

CONTINUITY OF AGREEMENT

12. This Purchase Order is the full understanding of the parties hereto and a complete and exclusive statement of the terms of the Buyer's and Supplier's commitment. Notwithstanding any different or additional terms or conditions in Supplier's acknowledgement or other documents, which terms and conditions are hereby objected to, either before or after delivery of the Products, Buyer places each order on the express condition that Supplier accepts this Purchase Order. No conditions, understanding or commitment to amend this Purchase Order shall be binding unless hereafter made in writing and signed by the party to be bound, and no amendment shall be effected by acknowledgement or acceptance of invoices, shipping documents or other forms or documents containing terms or conditions different from or in addition to these Terms. No waiver of any breach or default and no course of dealing, course performance or usage of trade shall constitute a waiver of any other breach or default, amendment, or addition.

GOVERNING LAW

13.1 This Purchase Order, including without limitation to, any controversy or claim arising out of or relating to this Purchase Order, or its breach, the construction of its terms, and the interpretation of the rights and duties of the parties hereto, shall be governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Purchase Order will not be governed by the United Nations Convention for the International Sale of Goods.

13.2 All disputes and claims, whether for damages, specific performance, injunction, declaration or otherwise, both at law or in equity, arising out of, or in any way connected with, this Purchase Order will be referred to the courts of Ontario and each of the parties hereto hereby attorns to the exclusive jurisdiction of the courts of Ontario.

BANKRUPTCY

14. If the Supplier ceases to conduct operations in the normal course of business or becomes unable to meet its obligations under this Purchase Order, if any bankruptcy or insolvency proceeding is brought by or

against Supplier, if a receiver is appointed or applied for, if Supplier makes an assignment of the benefit of creditors, or if the Buyer reasonably believes Supplier may be unable to fulfil its obligations under the Purchase Order, the Buyer may demand adequate written assurance of performance or, at its option, terminate the Purchase Order, in whole or in part, without liability except for the payment for any Products previously delivered to and accepted by Buyer under this Purchase Order.

INTELLECTUAL PROPERTY

15.1 Buyer retains all ownership of blueprints, drawings, media and data it may provide to Supplier. To the extent Supplier was involved in compiling, organizing or creating the Products, Supplier assigns any copyright or other interest Supplier may have in the Product to the Buyer. Buyer retains all rights in tooling, designs and drawings furnished to Supplier in connection with the Purchase Order and no such tooling, designs or drawings shall be incorporated or used in connection with any products or services furnished to others. If the purchase of Products by the Buyer requires development or design work, any intellectual property rights arising from such work shall be for the benefit of Buyer unless the design elements were proprietary to the Supplier. In the event Supplier creates copyrightable material in any form pursuant to this Purchase Order, Supplier agrees to and hereby assigns to Buyer the sole ownership right in such copyrightable material. Supplier shall undertake all acts necessary to perfect Buyer's ownership in such material, but at no cost to Supplier.

15.2 Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property 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.

15.3 Supplier warrants that the Products specified herein (and their sale or use, alone or as a significant element of a combination) will not infringe any Canadian or United States or other foreign patents, copyrights, trademarks, trade names, trade secrets, mask works, know-how or other intellectual property or proprietary right of a third party and agrees 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, and agrees that Supplier shall, upon request of Buyer and at Supplier's own expense, defend, or assist if the defense 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 infringement

REMEDIES

16.1 Buyer's remedies set out herein shall be cumulative and in addition to any other or further remedies provided at law or in equity, specifically found in legislation applicable to the sale of goods. Supplier will remain fully liable for its obligations hereunder, regardless of the source of the Products or any component thereof. In the event Buyer suffers damages or reduction in price from its customers due to Supplier's delay or breach of this Purchase Order, Supplier will reimburse Buyer for such damages or loss of revenue, including, without limitation, any attorneys' fees and costs associated with litigating such breach.

16.2 If the Supplier fails to deliver the Products by the delivery date, the Buyer will, without limiting its other rights or remedies, have the right to recover additional freight costs (including for premium freight) that are directly caused by Supplier (including, but not limited to, delayed delivery of parts, early/unscheduled delivery of parts that are returned to the Supplier, non-conforming parts, returns, damage of parts due to Supplier incorrectly loading a vehicle or wrong packaging, in addition to other conditions which are attributed to Supplier's failure to perform as contractually agreed). To determine the cause of additional freight costs, the Supplier shall meet with the Buyer upon reasonable notice to discuss such costs. Where such costs are agreed to be directly caused by Supplier, the Buyer will determine to what extent (on a range between 0% and 100%) these extra freight costs shall be borne by the Buyer and by the Supplier and will notify the Supplier of the resulting percentage and the resulting amount of the allocated costs. The Buyer is entitled to set off the resulting amounts owing from Supplier to the Buyer against any amounts owed to Supplier from the Buyer (debits issued to the Supplier) following agreement with Supplier.

LEGAL COMPLIANCE

17.1 Supplier covenants and agrees that all activities performed, directly or indirectly, by or on behalf of Supplier pursuant to this Purchase Order, or in furtherance of its objectives will comply with all applicable governmental laws, regulations and rules or guidelines, issued, administered or enforced by any governmental agency in the countries in which such activities are performed (including any relevant requirement under any international treaty) applicable to Supplier in relation to Products furnished under this PO, including, without limitation, (i) anti-money laundering, anti-terrorist and anti-bribery statutes of the jurisdictions in which Supplier conducts business including *Corruption of Foreign Public Officials Act* (Canada), Part IV of the *Criminal Code* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), *Foreign Corrupt Practices Act*

of 1977 (United States), the *Bribery Act*, 2010 (U.K.) and the *Anti-terrorism, Crime and Security Act 2001* (U.K.), or any similar anti-corruption legislation (collectively, the "Anti-Corruption Legislation") and (ii) Canadian international trade laws relating to customs including but not limited to the *Customs Act* (Canada), *Customs Tariff* (Canada), and *Export and Import Permits Act* (Canada), and any regulations made thereunder, as well as equivalent laws of the United States, including the US Export Controls (as defined below) and any relevant international jurisdiction including and any North American, EU or United Nations embargoes or restrictions (collectively, "International Trade Laws"). For greater certainty, Supplier covenants and agrees to comply with all U.S. laws and regulations relating to exports and all administrative acts and executive orders of the U.S. government pursuant to such laws and regulations, including, but not limited to, the Export Administration Act of 1979, 50 U.S.C. App. §§ 2401-2420; the Arms Export Control Act, 22 U.S.C. § 2751 et seq.; the International Traffic in Arms Regulation, 22 C.F.R. 120 et seq.; the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1707 ("US Export Controls").

17.2 Supplier hereby acknowledges that it is Buyer's strict policy and intention at all times to be in compliance with Anti-Corruption Legislation and International Trade Laws. Supplier hereby covenants and agrees that it and its authorized agents will comply with the Anti-Corruption Legislation and International Trade Laws and acknowledges that Buyer's entering into of this Purchase Order or any Order is conditioned upon such representation and warranty. Supplier covenants and agrees to comply with all rules, regulations and laws with respect to design, manufacturing, materials, the environment and safety in relation to the Products for sale in Canada, the U.S. or any other country where the Products are sold.

17.3 Supplier will not resell, transfer or sell the Products in violation of applicable law. Any technical data or services exported from Canada or the United States in furtherance of this Purchase Order and any item or defense article which may be produced or manufactured from such technical data or services, may not be transferred to a person in a third country or to a national of a third country except as specifically authorized in this Purchase Order and, if required by applicable laws, only if the prior written approval of the appropriate governmental authority has been obtained. Any action by Supplier or its agents determined in good faith by Buyer to be in contravention of such applicable laws shall result in the automatic termination of this Purchase Order.

17.4 Supplier hereby warrants and certifies that none of the Products are or will be manufactured with child, indentured, forced or prison labor and that the Supplier does not engage in abusive employment or corrupt business practices, in the supply of Products under this Purchase Order.

17.5 Supplier represents and warrants that (i) all Products shipped under this Purchase Order or any Order shall be marked accurately and in full compliance with applicable law as required; (ii) that no Product sold hereunder is manufactured, produced, or imported into Canada or the U.S. with the direct or indirect support of a countervailable subsidy from the government of Supplier's country (origin of Products) or any public entity or governmental authority thereof; and (iii) that the applicable governmental authorities have not determined that the importation of any such Products into Canada or the U.S. either materially injures, threatens with material injury, or retards the establishment of the Canadian or U.S. industry in which the Products belong, as set forth the applicable legislation. Supplier acknowledges and agrees that its indemnification obligation for any breach of this Section shall extend to any anti-dumping duties which may be imposed on the Products as a result of such breach. Buyer reserves the right to instruct Supplier to mark the Products with patent markings, and Supplier shall timely comply with all such instructions.

17.6 Supplier agrees to comply with Canadian Generally Accepted Accounting Principles, and if requested by Buyer, Supplier will comply with and assist Buyer as may be reasonably necessary in ensuring its compliance with the requirements of applicable securities laws and related regulations.

17.7 To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and any laws equivalent thereto, including applicable federal or provincial human rights, employment equity or accessibility laws in Canada. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

GOVERNMENT SALES

18. If Products are for resale to the U.S. Federal Government, Supplier grants to the Comptroller General of the United States the right to audit its books and records and all contractual flow down clauses are incorporated herein.

INJUNCTION

19. If Supplier breaches any material provision of this Purchase Order, Buyer shall be entitled to an immediate injunction and specific performance to prevent any further breach. In addition, Buyer may, without prejudice to any other lawful remedy available to it, immediately cancel all or any part of any Purchase Order without notice or penalty to Buyer.

CUMMINS INFORMATION RESTRICTION

20. All Products manufactured by the Supplier in accordance with Buyer's drawings, or in the manufacture of which the Buyer's tools, dies, patterns, jigs or special tooling are used (the "Materials"), shall not be sold by the Supplier to anyone other than Buyer or its affiliates at any time, including following the termination of this Purchase Order. Upon request, Supplier shall return all Materials to Buyer.

LIENS

21. Supplier waives its right to any construction or other lien for work done or material furnished hereunder, and agrees that no such lien will be asserted. Supplier will obtain for Buyer, before final payment, similar waivers or releases of lien rights from any party supplying labor and or material to Supplier. Supplier shall hold Buyer harmless from and promptly satisfy any and all such liens and claims.

HEALTH AND SAFETY

22. Supplier is under a duty to ensure that the Products do not present a health and safety risk when being properly used and agrees to indemnify and hold harmless Buyer in respect of all claims arising in connection with the breach of this duty. In order to facilitate safe handling and use, all packaging containing the Products must be clearly labelled to identify the contents and any hazards they present and the Products must be similarly marked and accompanied by sufficient literature and information to enable their safe handling, use and disposal.

INSURANCE

23. Without limiting Supplier's indemnification obligations hereunder, Supplier shall, at all times during its performance hereunder and at its own expense, carry and maintain adequate insurance, including: workplace health and safety/worker's

compensation and employer's liability (and any other coverage required by law); comprehensive general liability including contractual and products liability; and automotive liability. Special insurance requirements, if any, may be specified elsewhere in this Purchase Order.

ACCESS TO PERTINENT INFORMATION

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

FINANCIAL STATEMENTS

25. Supplier must make its most recent independently verified financial statements available to Buyer upon request of Buyer.

CYBERSECURITY

26.1 "Cummins Data" means any data or information and associated records, in any form or medium, (i) of Cummins, 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.

26.2 Supplier agrees not to divulge Cummins Data to anyone (other than its personnel who have a need to know such Cummins 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 Cummins Data for its own benefit or for any purpose other than performing its obligations under this Purchase Order.

26.3 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 Cummins Data and the cybersecurity of the Products.

26.4 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.

26.5 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

Cummins 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.

26.6 Supplier acknowledges and agrees that Buyer may disclose information (including confidential information of Supplier) that constitutes, in Buyer's reasonable discretion, cybersecurity threat or vulnerability intelligence information, having the potential to impact the cybersecurity of the automotive industry, to the Auto-ISAC, Inc., the Automotive Industry's Information Sharing and Analysis Center.

RELATIONSHIP OF PARTIES

27. This Purchase Order shall not create or confer upon the parties hereto, in any way or for any purpose, any relationship except that of contracting parties, and in particular does not create a partnership, a principal and agent, a joint venture between Buyer and Supplier or an employer-employee relationship between Buyer and the employees of and other persons rendering services to Supplier.

SURVIVAL

28. In addition to those provisions which by their nature survive termination or expiry of this Purchase Order, the following sections shall also survive such termination or expiry: Quality, Publicity, Indemnification, Intellectual Property, Legal Compliance, Remedies, Governing Law, Cummins Information Restriction, Cummins Data and Relationship of the Parties.

SUPPLIER CODE OF CONDUCT AND OTHER CUMMINS POLICIES

29.1 Supplier hereby acknowledges that is has received and reviewed the Cummins' Supplier Code of Conduct ("SCoC") and that it will comply with the SCoC and all referenced policies and procedures as presented on Cummins' website and in Cummins' Supplier Code of Conduct portal (<http://supplier.cummins.com>).

29.2 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.

29.3 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 this Purchase Order or any agreements with Cummins for default.

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

29.5 Buyer also requires Supplier to comply with the following policies which are also incorporated by reference herein, to the extent applicable to Supplier, and can be accessed at: <http://supplier.cummins.com>

- (i) Cummins Corporate Environmental Policy and Environmental Standards
- (ii) Cummins Supplier Handbook
- (iii) Cummins Green Supply Chain Principles
- (iv) Restriction of Prohibited Materials
- (v) Government Requirements
- (vi) Human Rights Policy

Supplier hereby acknowledges that is has received and reviewed the policies that are referred to in this Section 29.5 and that it will comply with the terms of such policies.

All Suppliers are encouraged to regularly visit our website where the Cummins SCoC, and other related policies are located: <http://supplier.cummins.com>