

1. **Applicability.** These General Terms and Conditions (“*Terms*”) govern any Purchase Order (“*PO*”) issued by LGC U.S. Holdings LLC or its affiliates (“*Buyer*”) to the vendor named on the PO (“*Seller*”). Seller accepts these Terms by starting performance or delivering Goods/Services. The PO and these Terms (together, the “*Agreement*”) are the entire agreement and supersede any other terms except those contained in a separate written agreement signed by both parties. Any additional or conflicting terms in Seller’s documents are rejected and of no effect, even if Buyer does not object or pays for the Goods/Services.
2. **Goods and Services.** “*Goods*” means all materials, equipment, components, products, and other tangible items supplied by Seller under a PO, including any related documentation, packaging, labeling, and spare parts. “*Services*” means all work, labor, consulting, installation, training, maintenance, or other services performed by Seller under a PO, including any deliverables, reports, or results arising from such work.
3. **Delivery and Performance.** Seller shall deliver Goods/Services in the quantities and by the dates on the PO (time is of the essence) to the address set forth on the PO during normal business hours, and packaged to prevent damage. If delivery or performance is late or incomplete, Buyer may terminate and recover reasonable, actually incurred costs caused by the delay. Buyer may suspend performance or require expedited shipment at Seller’s expense for delays not excused by Force Majeure.
4. **Title, Risk, and Inspection.** Title and risk transfer only upon Buyer’s written acceptance at the delivery point. Buyer may inspect the Goods/Services on or after delivery and reject all or part that is nonconforming. If rejected, Buyer may rescind the PO, accept with a reasonable price reduction, or require prompt repair or replacement at Seller’s cost (including return and re-shipment). Payment or use does not equal acceptance or waive Buyer’s right to reject Goods/Services for non-conformity.
5. **Price and Payment.** Prices are as stated on the PO, provided that if no price is stated, the price will be Seller’s then-current list price on the PO date. Unless otherwise provided on the PO, prices include packaging, delivery to the delivery point set forth on the PO, insurance, duties, fees, and applicable taxes other than Buyer’s income taxes. Seller shall issue invoices only after delivery and acceptance of Goods/Services, and each invoice must reference the applicable PO number. Buyer has no obligation to pay invoices that do not comply. Unless otherwise stated on a PO, Buyer shall pay undisputed invoices within 60 days of receipt. Buyer may set off any amounts owed by Seller. In the event of a dispute, Buyer will notify Seller with reasonable detail and the parties will work in good faith to resolve while Seller continues performance.
6. **Service Commitments.** Seller will (a) maintain required licenses and follow applicable law and Buyer policies in the performance of its obligations hereunder; (b) use qualified personnel and suitable equipment; (c) obtain Buyer’s written consent before subcontracting and remain responsible for subcontractors; and (d) keep accurate records and, (e) upon reasonable notice during the term and for 2 years after, allow Buyer to review relevant records and personnel.
7. **Changes.** Buyer may change the Goods or Services by written change order. Within 10 days of the receipt of such change order, Seller will propose any price or schedule adjustment caused solely by the change. Upon Buyer’s written acceptance, Seller will proceed.
8. **Warranties.** For 12 months after acceptance, Goods will be new, free of defects in design, materials, and workmanship, conform to specifications, be merchantable and fit for purpose, be free of liens, and not infringe IP. Services will be performed in a professional, workmanlike manner by qualified personnel. Warranties survive inspection, acceptance, and payment. Upon notice of nonconformity, Seller will promptly repair or replace Goods and re-perform Services at its cost. Repaired or replaced Goods and re-performed Services are

warranted for the longer of the original period or 12 months after correction. Seller shall also support any recall or field service action and reimburse Buyer's reasonable internal and third-party costs. If Seller fails to promptly repair, replace, or re-perform, Buyer may remedy the defect or procure replacements from a third party at Seller's expense.

9. **Indemnity.** Seller will defend and indemnify Buyer, its affiliates, and their directors, officers, and employees from claims, losses, damages, costs, and expenses (including reasonable legal fees) arising from (a) Seller's Goods/Services, (b) Seller's breach, negligence, or willful misconduct, or (c) personal injury, death, or property damage caused by Seller.
10. **Intellectual Property.** All reports, drawings, software, specifications, documentation, and other materials created under this Agreement ("*Deliverables*") are works made for hire and belong exclusively to Buyer. To the extent not works made for hire, Seller assigns to Buyer all rights, title, and interest in them and grants a perpetual, worldwide, royalty-free license to any Seller background IP embedded in Deliverables. Seller will defend and indemnify against claims that Goods/Services or Buyer's use of them infringe third-party IP and will at its expense secure continued use or replace or modify without loss of functionality.
11. **Limitation of Liability.** Neither party is liable for indirect or punitive damages. Seller's liability is not limited with respect to its indemnities, warranty obligations, or direct damages arising from defective Goods/Services. Buyer's total liability shall not exceed amounts paid under the applicable PO.
12. **Insurance.** Seller will maintain commercially reasonable insurance with limits customary for its industry and no less than \$1,000,000 per occurrence, name Buyer and affiliates as additional insureds (except workers' comp), waive subrogation, and make coverage primary. Seller shall provide certificates of insurance upon request and shall not cancel or materially reduce coverage without 30 days' prior written notice to Buyer.
13. **Compliance.** Seller will comply with applicable law (including anti-bribery, trade controls, export, labor and human-rights laws) and Buyer's policies. Buyer may audit Seller's compliance on reasonable notice. Buyer may suspend or terminate this Agreement immediately for any actual or suspected non-compliance.
14. **Termination.** Buyer may terminate (a) for Seller's breach not cured promptly after notice, (b) Seller's insolvency or bankruptcy; or (c) for convenience by written notice. Termination for convenience entitles Seller only to payment for conforming Goods received and accepted and Services satisfactorily performed before termination. Seller waives any right to lost profits, unamortized costs, or termination charges.
15. **Confidentiality.** Non-public information Buyer provides is confidential and may be used only to perform this Agreement. Seller shall not disclose such information without Buyer's consent and will return or securely delete it on request.
16. **Force Majeure.** A party is not liable for delay or failure caused by events beyond its reasonable control that were not caused by its fault and could not reasonably be avoided (e.g., natural disasters, war, terrorism, epidemics, government actions, strikes). Economic hardship and price changes are not force majeure. The affected party will mitigate and resume promptly. If Seller's force majeure lasts over 30 business days, Buyer may terminate.
17. **Miscellaneous.** Seller may not assign or subcontract this Agreement without Buyer's written consent. The parties are independent contractors. No third-party beneficiaries. Texas law governs, and courts in Houston, Texas have exclusive jurisdiction. Notices must be sent to PO addresses by personal delivery, overnight courier, certified mail, or confirmed email; effective on receipt. Failure to enforce is not a waiver. If a term is unenforceable, the rest remains effective. Provisions that by their nature should survive termination do so. Changes must be in writing signed by both parties.