

June 3, 2026

Purchase Order Terms & Conditions

RESH, Inc.

This is a Purchase Order from RESH, Inc. ("RESH" or "Buyer") to ("Seller") for the purchase of certain goods or services. The terms of this Order shall control the transaction between the Buyer and Seller. In the event that this Order follows a quotation from Seller which contains any different or additional terms and conditions, then this Order shall not be an acceptance of that quotation and the terms and conditions set forth therein. Acceptance of any quotation or other offer and the terms and conditions set forth therein from Seller is expressly conditioned upon Seller's consent to Buyer's terms and conditions as set forth in this Order. Any action taken by Seller in fulfilling this Order shall be deemed to be Seller's acceptance of the terms and conditions set forth below. Any additional or different terms on Seller's invoice shall have no force and effect.

1. **Definitions.** The term "Government" means the government of the United States of America or any department or agency thereof. The word "Articles" means the goods, products, materials, supplies, parts, assemblies, technical data, drawings, services, or other items covered by this Order.
2. **Data and Facilities; Testing.**
 - a. Seller acknowledges that it has in its possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are attached hereto (the "Data"), and that the Data is adequate to enable Seller to determine its ability to perform the work called for herein at the price and in accordance with the time schedule set forth in this Order or any attachments to it. All Data shall be deemed to be part of this Order. Seller represents that it now has or can readily procure without assistance of Buyer or the Government all facilities, machinery and equipment necessary for the performance of this Order. Seller acknowledges that if it has any confusion or doubt as to what is required to make the Articles conform to the specifications set forth or referenced in the Order, Seller will consult with Buyer to obtain any clarification necessary.
 - b. Seller is hereby exclusively obligated to perform, and shall perform, such quality assurance testing as is necessary to ensure that all Articles delivered by Seller strictly conform to the requirements of the Order.
3. **Delivery.** **TIME IS OF THE ESSENCE FOR DELIVERY OF ALL ARTICLES UNDER THIS ORDER. All Articles that are** goods shall be delivered F.O.B. Destination. Seller shall retain responsibility for all risk of loss until the Articles are received at Buyer's designated location.
4. **Packing Slips.** Each delivery must be accompanied by a packing slip specifying quantity, description of the delivery and Buyer's purchase order number. An original bill of lading or express receipts properly signed by carrier's representative should be mailed not later than the day after shipment is made.
5. **Packing and Shipping.** Deliveries shall be made as specified without charge for boxing, crating, carting, or storage unless otherwise specified in the Order, and Articles shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current National Motor Freight or Uniform Freight Classification, whichever is applicable. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by Buyer shall be shipped in separate boxes or containers for

each destination, at no extra charge.

6. **Invoices.** One copy of Seller's invoices must be mailed/mailed to Buyer's Accounting Department not later than the day after shipment is made. Individual invoices must be issued for each shipment against each Order. Invoices shall contain the following information: Purchase Order number, description of articles, unit prices and extended totals. If there is a difference between the purchase price for the Articles on the Buyer's Order and the Seller's invoice, the lower price shall prevail. The prices indicated on Buyer's Purchase Order are the total amount Buyer shall be responsible for with regard to such order, except for any applicable taxes. Buyer will not be responsible or otherwise liable for any additional miscellaneous charges, such as surcharges or handling fees. Payment of invoices that include additional fees will exclude any amount above and beyond the amounts indicated on Buyer's Purchase Order.

7. **Taxes.** Seller shall separately state on all invoices any taxes imposed by federal, state or local governments applicable to the sale of the Articles to Buyer, provided however, that no tax shall be included from which an exemption is available. In the event it shall ever be determined that any tax included in the prices herein was not required to be paid, Seller agrees to notify Buyer and to promptly refund the amounts paid for the taxes to Buyer.

8. **Prices.** Seller represents that the prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of Seller for items which are the same or substantially similar to the Articles, and Seller will forthwith refund any amounts paid by Buyer in excess of such prices.

9. **Discount.** The date used as the basis for cash discount calculation is the date the Articles are received or the date an acceptable invoice is received, whichever is later.

10. **Warranty.** Seller represents and warrants to Buyer, in addition to all warranties implied by law, that for a period of twelve (12) months from the date received by Buyer, the Articles and their design (unless manufactured pursuant to a detailed design furnished by Buyer), manufacture, construction, assembly, production, shipment, sale, packaging, labeling, packing, advertising, instructions and warnings shall: (a) be free from defects in design, workmanship and/or materials, including, without limitation, such defects as could create a hazard or danger to life or property; (b) meet all applicable requirements of all applicable federal, state, local and foreign laws, regulations, ordinances, proclamations, codes, treatises, demands and requisitions; (c) not infringe or encroach upon Buyer's or any third party's personal, contractual or proprietary rights, including, without limitation, patents, trademarks, copyrights, rights of privacy or publicity, or trade secrets; (d) conform to all of Buyer's specifications and to all products shown to Buyer as samples; (e) will be merchantable; and (f) will be fit for their intended purpose. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the Articles and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the Articles shall in no way affect warranty rights whether or not a breach of warranty had become evident at the time.

11. **Inspection.** The Articles may be inspected by Buyer and/or the Government at all times and places and at any stage of production, and if at the premises of Seller, Seller, without additional charge, shall provide all reasonable facilities and assistance required for the safe and convenient test and inspection of such Articles. The foregoing shall not relieve Seller of its obligation to conduct full and adequate testing and inspection of the Articles. Buyer may base acceptance or rejection of any or all Articles on inspection by sampling, if, upon inspection, any of the Articles shall be found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, Buyer may, in addition to its other rights: (a) require prompt correction or replacement thereof at Seller's expense, including transportation charges, or (b) rework, or have worked, any such Articles at Seller's expense for the purpose of conforming the Articles to contractual requirements, (c) reject any such Articles and require the immediate removal thereof, in which case Buyer (at Buyer's sole option) shall be repaid or credited the full invoice price therefore plus transportation charges, or (d) cancel the contract in whole or in part and receive a full refund of all monies paid for the

Articles in question. The exercise of any of these rights by Buyer shall not prevent Buyer from obtaining other damages from Seller. From the time or notice of rejection of defective Articles upon inspection or for a breach of warranty, risk of loss thereof shall be upon Seller until redelivery, if any, to Buyer.

12. **Changes and Cancellation for Convenience.**

a. **Change Orders.** Buyer shall have the right by written notice (each a "Change Order") to change the extent of the work covered by this Purchase Order, the drawings, specifications, or other descriptions herein, the time, method or place of delivery or the method of shipment or packaging or to suspend work. Upon receipt of any such Change Order, Seller shall proceed promptly to make the changes in accordance with the terms of the Change Order. If any such change causes an increase or decrease in the cost of performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the Purchase Order modified in writing accordingly. Seller shall deliver to Buyer as promptly as possible, and in any event with thirty (30) days after receipt of Change Order, a statement showing the effect of any such change in the delivery date and prices, such statement to include price adjustment and supporting cost figures. Failure of Seller to submit such statement within the time limits stated shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete, and without change in the delivery schedule.

b. **Termination for Convenience.** Buyer may terminate this Purchase Order at any time for its convenience. In the event of such a termination, Buyer shall be liable to Seller for Seller's actual cost incurred up to the date of the notice of termination, less the value of any raw materials Seller has related to the terminated Purchase Order, and less the value of any resale that is commercially feasible for the Seller. In determining its actual cost, Seller shall not include any administrative or management overhead, or other general "burdening" of the actual costs incurred in specifically completing this Purchase Order. Seller shall use its best efforts to mitigate its costs and the value of any materials or partially completed Articles, as well as sell any completed Articles. Buyer shall have the right to inspect the books and records of Seller to verify Seller's costs and value of raw materials on hand. Seller shall have twelve (12) months in which to sell or otherwise dispose of the raw materials, partially completed Articles or finished Articles, after which the parties will determine in good faith the amount of any payments Seller is entitled to under this Section.

13. **Termination for Default.** Buyer may, by written notice to Seller, in addition to other rights afforded by law, cancel for default of this Purchase Order, in whole or in part, (i) if the Seller fails to deliver the Articles or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the Articles delivered do not conform to contractual requirements or if Seller fails to perform any of the other provisions of this Purchase Order, or so fails to make progress as to endanger performance of the Purchase Order in accordance with its terms, or (iii) if any proceedings in bankruptcy or insolvency, voluntary or involuntary, including any proceeding under the Chandler Act, is commenced by or against Seller, or if any receiver is appointed with or without Seller's consent, or if Seller makes any assignment for the benefit of creditors or if Seller commits any other act of bankruptcy or becomes insolvent or unable to meet its debts as they mature.

14. **Tools and Materials.** Title and the right of immediate possession of all tooling, equipment or materials furnished or paid for by Buyer directly or indirectly for use hereunder shall be and remain in Buyer. Buyer does not guarantee or warranty the accuracy of any tooling furnished by it. Seller shall (a) be responsible for all loss or damage to such tooling, equipment or materials while in its possession and insure its risk in this respect with adequate fire and extended coverage insurance; cost for maintenance and protection is included in the price of the Articles, (b) clearly mark the same as belonging to Buyer, keep it segregated in Seller's plant and treat it confidentially; (c) keep the same in good operating condition; and (d) use the same exclusively for the performance of work for Buyer and not for production of larger quantities than specified or in advance of normal production schedules, except with Buyer's written consent. All taxes, assessments, and similar charges levied with respect to or upon any such items owned by Buyer while in Seller's possession or control and for which exemption is available, shall be borne by Seller. Upon completion of this order, all

such items shall be disposed of as Buyer directs.

15. **Patents.**

a. If payment is made hereunder for experimental, development or research work, including engineering, Seller agrees to grant and does hereby grant to Buyer all right, title and interest (which Seller possesses or later acquires) in and to any invention, whether or not patentable, conceived or first reduced to practice in the performance of such work and all drawings, reports, specifications or other data related to such work shall be the property of Buyer and shall be delivered to Buyer at its request. If the Articles are to be manufactured or supplied in accordance with drawings and specifications which are furnished by Buyer and which are not based upon drawings or specifications of Seller or upon Seller's design, Seller agrees to grant and hereby does grant to Buyer a non-exclusive fully paid-up and irrevocable license to make, have made, use and sell any improvement in the Articles which is made or introduced by Seller in its work hereunder. The fact that Buyer furnishes Seller with drawings and specifications with respect to the Article shall neither relieve Seller from its obligations herein nor limit Seller's liability therefore, nor shall the same be deemed to constitute an undertaking by Buyer to hold Seller harmless against any claim of patent infringement which arises out of compliance with the drawings or specifications. Seller agrees to grant and hereby does grant Buyer a royalty free, non-exclusive and irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others so to do, any copyrighted or copyrightable material incorporated in or supplied as a supplement with the Articles.

b. Seller shall ensure that all of its employees and consultants have signed agreements transferring whatever proprietary rights those employees and/or consultants had to Seller, regarding any work performed for Buyer so that Seller will have the ability to assign all right, title and interest therein to Buyer.

16. **Reproduction and Data Restrictions.** Seller agrees not to make any use of any of the drawings, reports, specifications or other data furnished to it by Buyer except for the performance of this Purchase Order, and Seller further agrees not to disclose the same to others except to facilitate the performance of the Purchase Order, and then only under similar restrictions against use and disclosure. Rights to all ideas and features of novelty and invention described in the data furnished, to the extent originating with Buyer, and all designs, manufacturing reproduction, use and sales rights regarding the same shall be deemed exclusively the property of and reserved to Buyer. Upon completion, cancellation or termination of this Purchase Order for any reason, Seller shall return to Buyer on demand all such data, drawings, specifications and other information, including copies made by Seller. An officer of Seller shall certify in writing that Seller has kept no copies of any such data, drawings, specifications and other information in any medium whatsoever. Any knowledge or information which Seller shall have disclosed, or may hereafter disclose, to Buyer in connection with the purchase of the Articles shall not, unless otherwise specifically agreed upon in writing by Buyer, be deemed to be confidential or proprietary information and shall be acquired free from any restriction (other than a claim for patent infringement) as part of the consideration for this Purchase Order. Seller shall not use or provide to others for their use the copy, logo, graphics, or photography for cartons or literature provided or delivered to Buyer in connection with this Purchase Order.

17. **Compliance with Law.** Seller and all persons furnished by Seller shall in the performance of this Purchase Order, at their own expense, comply with all applicable federal, state, local, and foreign laws, regulations, ordinances, proclamations, codes, treatises, demands and requisitions which may now or hereafter govern Seller's performance hereunder, including the identification and procurement of required permits, certificates, licenses, insurance, approvals, and inspections in connection with the performance of this Purchase Order. Seller shall indemnify and hold harmless Buyer (as defined in Paragraph 23 hereof) and Buyer's customers for any and all loss or damage that may be sustained by any failure by Seller or any person furnished by Seller to comply with this provision.

18. **Scope of Buyer's Remedies.** There shall be no limits on Buyer's remedies in the event of a breach of this

Agreement by Seller. Seller shall be liable for any and all direct, incidental, indirect, and consequential damages incurred by Buyer as the direct or indirect result of Seller's breach of this Purchase Order.

19. **Gratuities**. Seller warrants that neither it nor any of its employees, agents or representative has offered or given any gratuities to any of Buyer's employees, agents or representatives. If it is found that Seller or any of its employees, agents or representatives has offered or given any gratuities to Buyer's employees, agents or representatives with, in Buyer's opinion, a view toward securing purchase orders or contracts from Buyer, or securing favorable treatment with respect thereto, Buyer may, by written notice to Seller, terminate this Purchase Order immediately, without any further liability whatsoever to Seller. Seller shall not be entitled to a cure period with regard to a termination of this Purchase Order pursuant to this Section.

20. **Notice of Labor Disputes**. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller will immediately give notice thereof, including all relevant information with respect thereto, to Buyer.

21. **Assignment and Subcontracting**. This Purchase Order shall not be assigned nor shall Seller subcontract for completing or substantially completing Articles or major components thereof without Buyer's prior written consent. Any attempted assignments in violation of this provision will be grounds for immediate termination of the Purchase Order by Buyer, without any further liability to Seller.

22. **Advertising and Trademarks**. Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that the Seller has contracted to furnish the Articles to Buyer nor shall Seller use Buyer's name, trademarks or service marks (hereinafter "Marks") (registered or otherwise) or anything that is confusingly similar to any of the Marks. In addition, Seller shall only use the Marks in a manner that is consistent with instructions received from Buyer. This includes, but is not limited to, appropriate trademark designations next to the Marks, such as R "®" and TM.

23. **Indemnity**. Seller hereby agrees to indemnify, defend and hold harmless Buyer, its parent companies, subsidiaries, predecessors, successors, agents, representatives, directors, officers, shareholders, employees, contractors, attorneys and customers (collectively defined as "Buyer" for this paragraph) from and against any and all claims, complaints, suits, proceedings, lawsuits, demands, costs, losses, penalties, damages, expenses, fines, sanctions and liabilities of whatsoever nature and kind (including, but not limited to, attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of, or relating to: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or occasioned by, or caused or alleged to have been caused by or on account of, the performance of the work or services performed by Seller, its agents, servants, representatives, contractors and/or employees; (2) assertions under workers' compensation or similar acts made by persons furnished by Seller or by any subcontractor, or by reason of any injuries to such persons, claiming that Buyer is responsible under workers' compensation or similar acts as if the persons were employed by Buyer; or (3) any failure by Seller to perform Seller's obligations under this Purchase Order. Seller shall promptly pay any and all sums which Buyer becomes legally obligated to pay as a result of any indemnified claim, complaint, suit, proceeding, lawsuit or demand.

24. **Insurance**. Without limiting its indemnity obligation hereunder, Seller shall obtain and maintain, at its own cost and expense, Commercial General Liability coverage on an occurrence basis, including product liability and completed operations coverage, broad form property damage coverage, and contractual liability with defense costs coverage, with an insurance company (or companies) acceptable to Buyer, providing coverage for Buyer, as its interests may appear, in an amount of not less than two million dollars (U.S. \$2,000,000.00) combined single limit per occurrence and in the aggregate with respect to any and all claims that might be made by any person or entity, regardless of the basis of the

claims, be they in contract, warranty, tort, in the nature of personal injury, disability and/or property damage resulting from, arising out of, or relating to, directly or indirectly, the acts or omissions of Seller, its agents, servants, employees, representatives, contractors or subcontractors. Seller also shall obtain and maintain, at its own cost and expense, Workers' Compensation and Employers' Liability insurance with statutory workers' compensation coverage, all states endorsement, with an insurance company (or companies) acceptable to Buyer, providing coverage for Buyer, as its interests may appear, in an amount of not less than U.S. \$100,000 per employee and \$500,000 in the aggregate. Seller shall provide to Buyer certificates of insurance evidencing such insurance, together with proof of payment thereof. Such insurance policy (or policies) shall contain a clause indicating that if the premium thereof is not paid, notice of such nonpayment, discontinuance or cancellation of coverage shall be given to Buyer not less than thirty (30) days prior to the discontinuance becoming effective. Where possible, Buyer will be named as an additional insured on the policies.

25. **Set Off.** Any sums payable to Seller hereunder shall be subject to all claims and defenses of Buyer, and Buyer may deduct and set off against any such sums all present and future indebtedness of Seller to Buyer. The parties further agree that these set off rights will be applicable and fully enforceable in the event Seller commences a voluntary bankruptcy proceeding or becomes the subject of an involuntary bankruptcy petition under Title 11 of the United States Code or under any other federal, state, local or foreign law governing the reorganization, liquidation, assignment for the benefit of the creditors, or other similar disposition of Seller.

26. **Records.** If this Purchase Order is on a fixed price basis subject to price redetermination, or on a cost-plus-a-fixed fee, time and materials or labor hour basis, Buyer shall until the expiration of three (3) years after final payment under this Purchase Order, have access to and the right to examine any pertinent books, documents, papers and records of Seller involving transactions related to this Purchase Order.

27. **Waivers.** The failure of Buyer to insist, in anyone or more instances, upon the performance of any of the terms, covenants or conditions of this Purchase Order, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

28. **Modification.** The terms and conditions of this Purchase Order constitute the entire agreement between Buyer and Seller and supersede all previous communications, representations or agreements between the parties. This Purchase Order may be modified only in writing making specific reference thereto and signed by Buyer's purchasing agent or other authorized representative.

29. **Governing Laws/Jurisdiction/Severability.** SELLER AND BUYER AGREE THAT THIS PURCHASE ORDER SHALL BE DEEMED TO HAVE BEEN ENTERED INTO AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF RHODE ISLAND, WITHOUT REFERENCE TO ITS CHOICE OF LAW RULES. SELLER SHALL EXERCISE ANY RIGHT OR REMEDY UNDER THIS PURCHASE ORDER EXCLUSIVELY IN, AND HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF, THE COURTS OF THE STATE OF RHODE ISLAND AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND. If any term or provision of this purchase order shall be held to be invalid, illegal, or unenforceable in any respect under the laws of the State of Rhode Island, such term or provision shall be deemed to be omitted herefrom, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

30. **The Equal Employment Opportunity Clause.** Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the office of Federal Contracts compliance are incorporated by specific reference and made a part of this Agreement.

31. **Fair Labor Standards Act.** Seller warrants that the Articles will be produced in compliance with the Fair Labor Standards Act of 1938, as amended. All invoices must carry the following certificate in order to be passed for payment; "Seller represents that, with respect to the production of the Articles and/or the performance of the services covered by this invoice, it has fully complied with all applicable provisions of the Fair Labor Standards Act of 1938."

32. **Non-discrimination.** Seller will not discriminate against any employee or applicant for employment because of age (as defined by applicable law), religion, sex, race, color, national origin, political affiliation, marital or parental status, sexual orientation, ancestry, creed, or physical, mental, emotional or learning disability or handicap or other bases prohibited under federal law.

33. **Change in Legal Entity.** Seller shall immediately notify Buyer, in writing, of a contemplated change in the name or nature of Seller's legal entity or D.B.A, including ownership changes.

34. **Survival.** All representations, warranties, and indemnity obligations of Seller contained in this purchase order shall survive the termination, cancellation or expiration of this Purchase Order.