

DAVIAN ENTERPRISES, LLC DBA WYKO TIRE TECHNOLOGY
GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

APPLICABILITY: “Terms” are these General Terms and Conditions for the Purchase of Goods and Services. “Order” shall mean the purchase order referencing these Terms, including the terms and conditions on the face of this purchase order, together with the Terms. “Products” shall include, without limitation, the work, materials, components, parts, or goods specified for supply on the face of the Order. “Services” shall include the services, support, labor, work or other operations specified on the face of the Order or in documents referenced in or attached to the Order (documents referenced in or attached to the Order shall be used solely for the description of the Services). “Buyer” shall mean Davian Enterprises, LLC dba WYKO Tire Technology or affiliates and subsidiaries existing now or in the future. “Seller” shall be defined as the entity on the face of this Order supplying Products and/or Services, its affiliates and subsidiaries and any other third party or persons acting on Seller’s behalf and shall include Indemnifying Parties as defined in Section 16. These Terms are the only terms which govern the purchase of the Products and Services from Seller. Seller agrees that Section 2-207 of the Uniform Commercial Code shall not apply to this Order or to any invoice or acceptance form of Seller relating to this Order. It is Buyer’s and Seller’s intent that this Order and these Terms shall exclusively control the relationship of the parties. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

1. **ACCEPTANCE OF TERMS:** The Order and these Terms shall be deemed accepted by Seller's commencement of work, performance of Services, engineering, design, production, manufacture or shipment of Products, or other indication of agreement, whichever occurs first. THIS ORDER IS LIMITED TO AND EXPRESSLY CONDITIONED UPON SELLER’S ACCEPTANCE OF THESE TERMS EXCLUSIVELY. This Order constitutes the entire agreement between Buyer and Seller, and it specifically supersedes all prior or contemporaneous agreements, arrangements, representations and communications whether oral or written regarding its subject matter, including, without limitation, quotations, proposals, or bids. Buyer hereby objects to any terms proposed by Seller in Seller's quotation, acceptance or acknowledgment of Buyer's offer which add to, vary from, or conflict with the terms of this Order and Seller agrees that such terms are null and void. Reference in the Order to any Seller prepared document does not imply acceptance of any terms and conditions therein, which, if in addition to or inconsistent with the terms and conditions contained herein, are rejected by Buyer and shall not be part of the agreement between the parties. Any such proposed terms shall not operate as a rejection of this offer but are deemed a proposal for a material alteration, and this offer shall be deemed accepted by the Seller without said additional, different or conflicting terms.

2. **PRICE:** The price of the Products shipped or Services performed against this Order shall be as indicated on the face of this Order, which is expressed in U.S. Dollars if not otherwise indicated (the “Price”). The Price is firm and may not be increased for any reason, including without limitation, any raw materials issues or force majeure events. Seller is responsible for and shall pay all taxes, tariffs and duties, including antidumping, countervailing or other similar duties now or hereafter imposed upon the manufacture, sale, transportation, storage, or use of the Products and Services. The Price is inclusive of all of Seller’s costs (including, without limitation, labeling, packaging, taxes, tariffs and duties of any type, insurance, freight (unless otherwise stated on the face of this Order), and handling). Seller agrees that the Price does not and shall not include any tax with respect to which exemption is available or indicated for Buyer in this Order or otherwise, or as to which Buyer has furnished Seller with an applicable exemption certificate. If the Price is omitted from the Order, the Price shall be the lower of (i) the most current price Seller charged or quoted Buyer or (b) the lowest prevailing market price, and in no event shall the Price exceed the prices paid for similar Products shipped or Services performed against preceding Orders between Seller and Buyer. Seller hereby guarantees that the Price is Seller’s lowest price to any customer for the same or similar Products and/or Services and is competitive with other sellers' prices for similar products and services (the “Price Guarantee”). Buyer may terminate this Order in whole or in part without liability if Seller breaches its Price Guarantee and shall have no obligation to pay any amount in excess of the Price Guarantee. Seller will keep appropriate records to demonstrate compliance with this Section 2 to Buyer.

3. **DELIVERY; QUANTITY:** TIME IS OF THE ESSENCE ON THIS ORDER. All Products shall be packed and shipped, and all Services performed, in accordance with instructions or specifications contained in this Order or provided by Buyer. In the absence of any such instructions, Seller shall comply with best commercial practices to ensure arrival at destination without damage and at the lowest transportation cost to the specified ship to address. Delivery shall be made in quantities and at times specified on the Order or as otherwise specified by Buyer. If no delivery date is specified, Seller shall deliver the Products within thirty (30) days of Seller’s receipt of the Order during normal business hours of Buyer. Seller accepts the risk associated with lead times of various raw materials and/or components. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to expedite any delivery under this Order, Seller shall pay any increased costs of expediting.

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Seller agrees its relationship with Buyer is non-exclusive. Buyer shall not be required to make payment for Products delivered to Buyer in advance of schedule or which are in excess of the quantities specified in this Order and, at its option, may return such Products to Seller at Seller's sole risk and expense. If Buyer does not reject the Products and instead accepts the delivery of the Products at the increased or reduced quantity, the Price for the Products shall be adjusted on a pro-rata basis. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the Price for Products or Services covered by this Order. If Seller fails to timely perform or deliver, Seller shall reimburse Buyer, at Buyer's option, for (a) all losses, costs and expenses incurred by Buyer as a result of late delivery or performance, or (b) liquidated damages in the amount of 1% of the Price of the delayed delivery or performance for each calendar day of delay, computed from the due date without grace period, up to an aggregated payment for this Order of 20% of the Price of the delayed delivery or performance. In addition, Buyer shall be entitled to assert all other rights and remedies set forth in this Order, to terminate, without liability, this Order as to Products not yet shipped or Services not yet rendered by written notice effective upon delivery of the notice by Buyer, and to procure substitute Products or Services elsewhere and recover from Seller all costs, losses, expenses (including attorney's fees) and damages Buyer incurs in connection with doing so.

4. EQUIPMENT: Seller shall 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 Buyer. Seller shall further keep and maintain any equipment of Buyer in its possession in good working order at Seller's sole cost and expense and shall not dispose of or use such equipment other than in accordance with Buyer's written instructions or authorization.

5. INSPECTION: Seller agrees that Buyer or its authorized representative may inspect any Products or Services during any stage of their manufacture, construction, preparation, delivery or completion. Buyer shall have the right to enter onto Seller's premises at reasonable times to inspect the facility, supplies, materials and any of the Buyer's property covered by this Order. Seller agrees to provide any and all reasonable or pertinent supporting documentation required by Buyer in the course of such inspection. Neither payment for the Products shipped and Services performed, nor Buyer's inspection of the Products or Services, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall constitute acceptance of any work-in-process or finished Products. Products and Services shall only be deemed accepted when they have actually been counted, inspected, and tested by Buyer and found to be in conformance with this Order. Seller shall maintain all pertinent information relating to this Order for three (3) years after completion of Services or delivery of Products pursuant to this Order.

6. CHANGES: Seller may not make changes to Products or Services or to the manufacturing, testing, or quality processes, the bill of materials, materials, design, tools, sources of raw materials, or to locations used to manufacture, assemble, or package the Products without Buyer's prior written approval. Any unauthorized change of any type whatsoever shall constitute a material breach of Seller's obligations under this Order. Buyer may request changes to Products or Services at any time upon written notice to Seller. Seller will implement the changes and this Order will be deemed amended to incorporate the changes; provided, however, if Buyer demonstrates that a change will reduce Seller's costs, or if Seller demonstrates within twenty (20) days of Buyer's change request that a change will increase Seller's costs or affect Seller's ability to complete this Order on time, the parties will negotiate a fair adjustment to the Price, time of performance or schedule. Although Seller may request a price increase for increased costs, Seller is not entitled to and will not request an increase in its profit based on changes. In the event of a dispute regarding the adjustment to Price or schedule, Seller shall implement all requested changes and continue performing its obligations under the Order and any other orders notwithstanding any such dispute. Any Services performed by Seller in addition to or different from those stated on the Order without Buyer's prior written notice, as indicated above, shall be at Seller's own risk and without reimbursement of Seller's costs from Buyer.

7. PAYMENT: Unless a different period is indicated by Buyer on the face of this Order, payment shall be due net sixty (60) calendar days from the date of Buyer's receipt of Products or completion of Seller's performance of Services or from the date Buyer receives an invoice, whichever occurs later. If there is a dispute that is not resolved within that period, payment will be due ten (10) calendar days after the dispute is resolved and a corrected invoice is received. The parties shall seek to resolve all such disputes expeditiously and in good faith. 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. Seller shall continue performing its obligations under the Order and any other Orders notwithstanding any such dispute. Any claims of Seller with respect to payment by Buyer for Products or Services under

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this Order must be submitted to Buyer in writing within ninety (90) days of the date on which the Products are received by Seller or the Services are completed or be deemed waived and Seller shall be estopped from pursuing all such claims.

8. WARRANTY: Seller expressly represents, warrants and guarantees to Buyer, its successors and assigns, that all Products delivered by Seller will (a) comply with all drawings, data, descriptions, designs, samples, engineering instructions, testing requirements, technical information, and specifications of Buyer (collectively the "Specifications"); (b) be new; (c) be of good material and workmanship and of the highest quality; (d) be merchantable, safe and fit for Buyer's intended use; (e) be free from defects, latent or patent; (f) be adequately contained, packaged, marked and labeled; (g) be performed or manufactured in compliance with all applicable laws, regulations or orders in countries where the Products are to be sold; (h) be free and clear of all liens, security interests or other encumbrances; (i) not infringe or misappropriate any third party's patent or other intellectual property rights; (j) meet the highest, most current applicable industry quality and performance standards; and, (k) comply with these Terms including without limitation, terms concerning Price and competitiveness. To the extent the Products are manufactured by an entity other than Seller, effective on the date of delivery to and acceptance of the Products by Buyer, Seller hereby assigns all of Seller's rights under any warranties related to the Products to Buyer. Seller agrees to execute such documents as may be reasonably necessary to evidence the assignment hereby made. Seller shall make available to Buyer any records or information necessary or convenient to enable Buyer to benefit from the foregoing warranties. All Services performed by Seller shall conform in all material respects with Buyer's descriptions, statements or scopes of work and be performed in a first-class, professional manner, with reasonable skill and care acting in the best interests of Buyer and in accordance with the highest industry standards applicable to such Services. Seller further represents, warrants and covenants to Buyer that Services shall only be performed using suitably qualified personnel, and, if Services are to be performed in the United States, such personnel shall be legally permitted to work in the United States. These warranties shall be in addition to all other warranties, express, implied or statutory. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Products or Services with these warranties. These warranties shall survive inspection, test, delivery, acceptance, use, resale, payment by Buyer, and the termination, expiration, or cancellation of this Order. The warranties in this Order may not be limited or disclaimed by Seller. As to Services, the warranties in this Order do not expire. As to Products, the warranties in this Order apply for no less than twenty-four (24) months.

9. NON-CONFORMING PRODUCTS: Notwithstanding payment or prior inspection and in addition to all other remedies it may have, Buyer, at its option and at Seller's sole risk and expense, may reject and return, or retain and correct, Products that fail to conform to any warranty, condition, specification, standard, or other requirement of this Order. If Buyer rejects any portion of the Products, Buyer has the right, in addition to any other rights and remedies under these Terms, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Products at a reasonably reduced price; or, (c) reject the Products and require replacement of the rejected Products. Nonconforming Products will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk and expense. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of non-conformity, shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the Products, in either case without liability to Buyer. Title to Products designated for return by Buyer will immediately revert to Seller upon notice to Seller of Buyer's intent to return the Products. Payment for non-conforming Products shall not constitute an acceptance thereof, nor shall it limit or impair Buyer's right to revoke acceptance or assert any legal or equitable remedy, or relieve Seller of liability for non-conforming Products, defects, quality, condition or warranty issues.

10. DEFAULT & REMEDIES: Seller shall be in default: (a) if Seller fails to perform any obligation within the time specified in this Order or any extension thereof granted by Buyer in writing, or upon Buyer's demand if no time has been specified; (b) if Seller repudiates or is in breach of any provision of this Order; (c) if Seller threatens not to perform Services or deliver Products as required under this Order; or, (d) if Seller takes or fails to take action that, in Buyer's sole discretion, creates a reasonable possibility Seller will not fulfill its obligations under this Order or any other order.

Upon Seller's default, Buyer may by written notice of default to Seller, in addition to such other rights, remedies and choices as Buyer may have under the Order or at law or equity, at Buyer's option and in Buyer's sole discretion, take one or more of the following actions: (i) rescind, cancel or terminate this Order; (ii) reject and return nonconforming or defective Products at Seller's expense; (iii) require Seller to remove and replace nonconforming or defective Products with goods that conform to the Order; and/or (iv) take any other action at Seller's cost which Buyer determines in its reasonable judgment is necessary to cure Seller's default and/or mitigate the effect of Seller's default. Seller shall

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continue performance of this Order to the extent not terminated and shall be liable to Buyer for any excess costs for alternative goods or services.

In addition to other remedies provided herein and those available at law or in equity, Seller shall promptly and at its sole expense, and at Buyer's option: (i) re-perform, repair, or replace the affected Products or Services, or provide a refund for the affected Products or Services; (ii) expedite late deliveries and performance; (iii) pay for all related costs, including, without limitation, inspection, sorting inventories to isolate affected Products, reworking, retesting, storage, shipping, repackaging, removal, re-installation, expediting, and replacing the affected Products; (iv) pay to Buyer all costs of investigating, recovering, recalling, repairing or replacing products, components, assemblies or systems that incorporate or are otherwise potentially impacted by the affected Products; and (v) pay all other costs, charges, fines, penalties, or damages incurred by Buyer related to the affected Products or Services. Seller shall be liable for all direct, indirect, incidental, special, punitive and consequential damages incurred by Buyer arising from any breach of any provision of this Order, including, without limitation, all costs, charges, liabilities, losses and expenses, lost profits, damage to goodwill and reputation, customer concessions or penalties, and any injury to person or property, and all of Buyer's attorneys' fees and costs.

11. CONFIDENTIALITY: "Confidential Information" means confidential or proprietary data, facts, figures and records or other information disclosed by Buyer to Seller in connection with this Order in oral or in written, graphic, machine recognizable, electronic, sample, or any other visually perceptible form. This Section does not apply to information that, as evidenced by reasonably reliable documentary evidence, is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. By way of example and without limitation, Confidential Information shall include pricing and technical data, Specifications or other product specifications, technology or software, marketing, sales, or operating information or documentation, performance cost, intellectual property, know-how, and trade secrets, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, prototypes, models, samples, parts, drawings, schematics, designs, data, samples, testing or development processes and results, quality and manufacturing procedures and requirements, Buyer's customer information, computer software and related documentation, and the existence of this Order, and its terms and conditions. Seller shall (i) maintain the confidentiality of Buyer's Confidential Information and not disclose it to any third party; (ii) restrict disclosure of Confidential Information only to its employees, contract employees and third party contractors who have a "need to know" in order for the party to perform its obligations and exercise its rights under this Order, and who are bound to maintain the confidentiality of the Confidential Information by terms of nondisclosure no less restrictive than those contained herein; (iii) handle Confidential Information with the highest degree of care; (iv) use, copy, or duplicate Confidential Information only as necessary for the purpose of performing its obligations under this Order; and (v) promptly notify Buyer upon discovery of any unauthorized use or disclosure of the Confidential Information and take all necessary steps to regain possession of the Confidential Information and prevent further unauthorized actions. Seller shall not analyze, modify, reverse engineer, de-compile, disassemble or otherwise attempt to derive or use any Buyer prototype, model, sample, software, part or product embodying Confidential Information or the Confidential Information. Confidential Information is and at all times shall remain the property of Buyer. No use of any Confidential Information is permitted except as expressly provided herein, and no grant under any proprietary rights is hereby given or intended, including any license implied or otherwise. Upon receipt of Buyer's written request, Seller will return to Buyer all Confidential Information disclosed by Buyer, along with all copies and portions thereof. Seller will not export or reexport, directly or indirectly, any of Buyer's Confidential Information or Products to any country for which any applicable government, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining the license or approval. Seller's obligation to keep confidential and restrict the use of Buyer's Confidential Information will survive five (5) years from the termination or expiration of this Order.

12. OWNERSHIP OF INFORMATION AND WORK PRODUCT: Buyer owns all Specifications and all Confidential Information provided by Buyer to Seller under this Order, including all modifications or enhancements made by Seller to such Specifications. Seller agrees that any feedback, suggestions or comments provided by Seller to Buyer with respect to Buyer Products, Services, Specifications, or Confidential Information provided originally by Buyer ("Feedback") will be given entirely voluntarily and grants to Buyer the right to use, have used, disclose, reproduce, license, distribute, or exploit the Feedback for any purpose, entirely without obligation, payment or restriction on use or disclosure of any kind. Additionally, Seller agrees that all materials in whatever form prepared or produced by Seller under this Order ("Work Product") shall be considered a "work made for hire" under the copyright laws of the United

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States and are assigned to and shall become the sole property of Buyer. In the event any portion of any work of authorship created by the Seller in performing the services under this Order does not qualify as "work made for hire", Seller hereby assigns or, if Seller has failed to previously secure ownership of all copyrights in such portion, will obtain title and assign all copyrights to such work to Buyer. At Buyer's request and expense, Seller shall execute all papers and provide reasonable assistance to Buyer necessary to vest ownership in Buyer of all such Work Product, Feedback, and modifications or enhancements to Specifications and to enable Buyer to obtain Intellectual Property Rights in any such Work Product, and modifications or enhancements to Specifications. "Intellectual Property Rights" means all: (a) copyrights, trademarks, maskworks, and patents; (b) rights relating to innovations, know-how, trade secrets and Confidential Information; (c) moral rights, author's rights, and rights of publicity; and (d) other industrial, proprietary and intellectual property related rights anywhere in the world, that exist or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation. Seller will not sell, transfer or otherwise dispose of or encumber any product that incorporates any trademark, patentable invention, copyright work, industrial design or other matter that is the subject of any Intellectual Property Right of Buyer to any party other than Buyer except where specifically authorized by Buyer in writing. Seller's obligations as stated in this Section will survive the termination of this Order.

13. RISK OF LOSS: Seller retains all responsibility for risk of loss or other damage to Products until delivered to and accepted by Buyer. Unless otherwise stated on the face of this Order, the delivery term for all deliveries under this Order is "DDP delivery address stated in this Order (Incoterms 2020)". If no delivery term or delivery address is stated in this Order, the delivery term is "DDP (Incoterms 2020)" and Seller shall contact Buyer to determine the delivery address.

14. INSURANCE: Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Any such insurance shall provide for thirty (30) days' minimum prior notice of amendment or cancellation to Buyer. Seller will ensure that its insurance carrier waives rights of subrogation against Buyer. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms.

15. FORCE MAJEURE: No party shall be liable or responsible to the other party, or be deemed to have defaulted under the Order, for any failure or delay in fulfilling or performing any term of the Order, 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; and (f) national or regional emergency. The Impacted Party shall give notice within five (5) 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. Unexpected cost increases caused by events or changing market conditions, and labor strikes, work slowdowns, or other job actions at Seller's facility shall not be deemed an event of Force Majeure. Force Majeure shall not be grounds for seeking any Price increases.

16. GENERAL INDEMNIFICATION: Seller hereby agrees to indemnify, hold harmless and fully defend Buyer and all of its past, present, and future affiliates, customers, officers, directors, employees, contractors, and agents ("Indemnified Parties") from and against any and all claims, causes of action, costs, charges, damages, expenses, penalties, suits, losses, liens or liabilities of any type (including reasonable attorney fees) however incurred and regardless of the theory of liability or recovery, including, without limitation, tort, negligence, contract, warranty, and strict liability ("Claims") arising out of, resulting from or related to (i) any death, injury, or property damage caused, in whole or in part, by the acts or omissions of the Seller, its officers, directors, employees, contractors, subcontractors, or agents ("Indemnifying Parties") arising from or connected in any way with the provision of Products or the performance of Services under this Order; (ii) the breach of any obligation, representation, condition or warranty under this Order by the Indemnifying Parties; (iii) any actual or claimed infringement or misappropriation of any Intellectual Property Rights under any circumstances, whether related to the manufacture, sale, or use of the Products or Services (a) alone, (b) in combination by reason of their content, design or structure, or (c) in combination in accordance with Seller's recommendations; (iv) the Indemnifying Parties' actual or claimed non-compliance with or violation of any applicable local, provincial, territorial, state or federal law, rule or regulation; and, (v) any negligent or intentional act or omission

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of the Indemnifying Parties. Seller will promptly reimburse the Indemnified Parties for all losses, costs, and expenses incurred as a result of such Claims, including attorney's fees, within thirty (30) days of receipt of such invoice from the Indemnified Parties. Seller shall not enter into any settlement without Buyer's prior written consent.

17. BUYER'S TERMINATION FOR INSOLVENCY: Buyer may immediately terminate this Order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within thirty (30) days of such event. Seller shall immediately notify Borrower in writing of the occurrence of any of the foregoing events.

18. BUYER'S TERMINATION FOR CONVENIENCE: Buyer may cancel this Order at any time upon written notification to Seller with respect to any Products not yet delivered and accepted or Services not yet performed. After Buyer notifies Seller of the cancellation of the Order, Seller will take all reasonable steps to minimize costs due to Buyer's cancellation. As Seller's exclusive remedy for cancellation for convenience, Buyer will pay Seller for Seller's unavoidable and reasonable costs incurred before receiving Buyer's notice (less any savings realized from Buyer's cancellation) that Seller has documented to Buyer's reasonable satisfaction.

19. STOP WORK ORDERS: Buyer may at any time by written order, stop all or any part of the work under this Order for a period of ninety (90) days. At any time, during such period, Buyer may with respect to all or any part of the work covered by the stop work order, either cancel the stop work order or terminate the work in accordance with this Order. To the extent the stop work order is canceled or expires, Seller shall resume work. If a stop work order has a material effect on cost of delivery, an equitable adjustment shall be made in the Price (excluding profit) or the delivery schedule or both, provided however, that no adjustment in Price or delivery shall be made under this provision (i) if the work would have been otherwise interrupted or delayed or (ii) for which an adjustment is available or excluded under any other provision of this Order. No claim for adjustment shall be allowed unless submitted to Buyer in writing (setting forth the proposed adjustment amount) within twenty (20) days after the work is terminated or the stop work order expires or is canceled, whichever first occurs.

20. AUDITS: Seller shall maintain complete books and records concerning amounts charged to, Services performed for and Products delivered to Buyer. Seller grants Buyer access to its applicable books and records, facilities and premises, solely for the purpose of auditing Supplier's compliance with the terms of this Order. Seller agrees it will cooperate with Buyer to facilitate an audit, including, without limitation, by segregating and promptly producing such records as Buyer may reasonably request, and otherwise making books, records and other materials accessible to Buyer for a period of not less than three (3) years after final payment to Seller. Any such audit or inspection conducted by Buyer or its agents or representatives will not constitute acceptance of any Services, relieve Seller of any liability under this Order or prejudice any rights or remedies available to Buyer under this Order at law or in equity. Audits shall be made upon reasonable notice to Seller and shall be conducted as not to interfere unreasonably with Seller's normal business activities. Any audit conducted pursuant to this Section shall be at the expense of Seller.

21. INDEPENDENT CONTRACTOR: Seller agrees it is an independent contractor in the performance of its obligations under this Order. Nothing herein will be deemed to create an employee-employer or agent-principal relationship between Seller and Buyer. Seller hereby acknowledges that Seller is not authorized to act as Buyer's agent or legal representative or to otherwise act in the name of or on behalf of Buyer. In the event that any Seller employees, subcontractors or agents providing Products or performing work or Services are found to be unacceptable to Buyer, Buyer may notify Seller of such fact and, if notified, Seller shall immediately remove said personnel from the performance of work and, if requested by Buyer, provide a qualified replacement.

22. ASSIGNMENT: Seller will not assign or subcontract any portion of the work related to this Order without Buyer's prior written consent, which may be withheld for any reason at Buyer's sole discretion. Seller will ensure that all subcontractors are bound by all the terms and conditions of this Order. Seller retains direct liability and responsibility for all activities subcontracted hereunder and will indemnify Buyer against any and all liability caused by the acts or omissions of Seller's subcontractors.

23. CHANGE OF CONTROL: Seller may not sell all or substantially all of its assets with respect to any division or facility of Seller which is manufacturing or otherwise producing or providing the Products or Services subject to this

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Order without the prior written consent of the Buyer. Any such attempted assignment without Buyer's prior written consent shall be null and void and Buyer shall have the right to cancel Buyer's obligations hereunder. In the event of an assignment by Seller, Seller's successor in interest shall be bound by and obligated to comply fully with all of the terms and conditions of this Order. Buyer may, in its sole discretion, assign or delegate any of its rights or obligations under this Order at any time.

24. COMPLIANCE WITH LAWS: Seller warrants that Seller and any Services performed or Products delivered by Seller will comply with all applicable federal, state, provincial, territorial, foreign and local laws, orders, ordinances, standards, rules and regulations, administrative and executive orders, and pertinent government procurement regulations, including, but not limited to, applicable rules and regulations of the U.S. Occupational Safety and Health Administration (OSHA), all applicable jurisdictions' rules and regulation concerning freedom of association, wages and working hours, safety and health, privacy and data protection, antidiscrimination and humane treatment of workers, together with any and all policies, procedures, rules, guidelines and sustainability programs of Buyer. Seller further warrants that the Products are in compliance with any current, or later adopted, law of either the country of manufacture or the country of importation, governing the use of child labor and that no prison or forced labor is utilized in the manufacture of the Products or its components and materials. Seller shall, at its expense, obtain and maintain all permits and licenses as necessary, and Seller shall give notices and comply with all orders of any public authority bearing on Seller's performance under this Order. Seller shall have an affirmative duty to immediately correct any non-compliance and fully defend and indemnify Buyer against any liability caused by any non-compliance with this provision.

25. ETHICAL CONDUCT, ANTICORRUPTION AND UNFAIR BUSINESS PRACTICES: Seller agrees to deliver the Products and perform the Services hereunder with the highest ethical standards, and in compliance with Buyer's policies provided to Seller from time to time, as well as rules, codes of conduct and other standards applicable to Seller. Seller agrees it will not do business with any entity or person where Buyer or Seller believes that payoffs or similar improper or unethical practices are involved. Seller shall not have a relationship with another entity or person or engage in any activity that results or may result in harm to Buyer's reputation. Seller will: (i) maintain transparency and accuracy in corporate record keeping; (ii) act lawfully and with integrity in handling competitive data, proprietary information and other intellectual property; and (iii) comply with legal requirements regarding fair competition and antitrust, and accurate and truthful marketing. Seller agrees it will not engage in corrupt practices, including public or private bribery or kickbacks.

26. IMPORT AND EXPORT COMPLIANCE: 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 Order. Seller shall comply with all export and import laws of all countries involved in the sale of the Products under this Order or any resale of the Products by Seller. Seller assumes all responsibility for shipments of Products requiring any government import clearance. Buyer may terminate this Order if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

27. NO IMPLIED WAIVER: The failure of Buyer at any time to require performance of any provision of this Order shall in no way affect the right to require such performance any time thereafter, nor shall Buyer's waiver of a breach of any provision of this Order constitute a waiver of any succeeding breach of the same or any other provision.

28. SURVIVAL: All representations, warranties, indemnities and other obligations set forth herein that explicitly survive, or by their nature or context are intended to survive, termination, expiration, or cancellation of this Order shall survive.

29. CUMULATIVE AND ADDITIONAL RIGHTS AND REMEDIES: Buyer's rights and remedies as set forth herein are in addition to, and not in lieu of, all rights and remedies provided in law or equity for Seller's failure to meet its obligations under this Order.

30. GOVERNING LAW; SUBMISSION TO JURISDICTION; LIMITATIONS PERIOD: 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 Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee. The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. Subject to the other provisions of this paragraph, prior to the enforcement of any remedies

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under this Order, the parties must attempt to resolve their disputes through good faith negotiations and, if those negotiations fail, Buyer may, at its sole discretion and option, proceed directly to litigation. The parties agree that the sole and exclusive venue for all disputes, claims, or causes of action, whether legal or equitable, shall be in the state or federal courts within the geographic bounds of the U.S. District Court for the Eastern District of Tennessee, and SELLER IRREVOCABLY CONSENTS TO THE JURISDICTION OF SUCH COURTS AND WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL. Seller must formally initiate any legal action against Buyer for an alleged breach of any obligation related to or arising out of this Order within one (1) year of the date of the alleged breach or be forever barred from pursuing such action or claim.

31. LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES SHALL BUYER, ITS AFFILIATES OR SUBSIDIARIES BE LIABLE FOR LOST PROFITS, LOSS OF USE, COST OF CAPITAL, OVERHEAD, LOST OPPORTUNITY COSTS, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

32. ATTORNEYS' FEES: To the extent that Buyer shall prevail in any lawsuit or similar legal proceeding against Seller, Buyer's reasonable attorneys' fees and expenses shall be paid by Seller.

33. SEVERABILITY: If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

34. NOTICE: All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms or the Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.