



GENERAL TERMS AND CONDITIONS

1. Seller's Acceptance

Seller shall be deemed to have accepted this offer by commencement of performance called for in an associated purchase order (the "Order"), by delivery of Materials to Zeus, by written acceptance or confirmation of a Zeus Purchase Order, or by any other act or communication constituting legal acceptance, whether or not any such acceptance or confirmation purports to state terms additional to or different from those stated herein. These terms and conditions supersede all prior oral and written statements of any kind whatsoever made by either party or their representatives.

2. Laws/Regulations Incorporated by Reference

To the extent applicable to Seller's work for or on behalf of Zeus, Seller also agrees to comply fully with all applicable federal, state, and local laws and regulations concerning nondiscrimination and affirmative action, including those enforced by the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) and/or the U.S. Equal Employment Opportunity Commission (EEOC). As applicable, Seller agrees to comply with Executive Order 11246, as amended. Seller guarantees that all goods purchased from Seller by Zeus shall be procured in compliance with all applicable Federal, State and local laws including the requirements of the Fair Labor Standards Act of 1938 as amended, and all applicable provisions, relevant rules, regulations and orders of all government agencies. Seller acknowledges and declares that in accordance with Public Law 111-2013 dated July 21, 2020 (the Dodd-Frank Wall Street Reform and Consumer Protection Act) their manufactured products do not contain any minerals originating from high risk or from conflict zones and bordering countries.

3. Time

Time is of the essence for goods and services ordered under this Order and Zeus reserves the right to cancel the Order or any portion thereof without penalty if delivery and/or performance is not made within the time specified by Zeus in this Order.

4. Modifications and Cancellations of Order

Zeus shall have the right at any time before completion of this Order to make changes in the technical requirements, work statements, quantities, delivery schedules, and methods of shipment and packaging. Seller must begin work on any requested modification upon direction by Zeus. If such changes cause an increase or decrease in prices, or in the time required for performance, Seller shall promptly notify Zeus thereof, and an equitable adjustment will be negotiated between the parties. Any change to this Order will not be binding on either party unless agreed to by both parties in writing. Over shipment is not accepted without prior notification and authorization from the Zeus Electric Chassis buyer of record (the "Zeus Buyer") and/or Zeus Electric Chassis authorized manager approval.

Except as otherwise provided in the applicable provisions of a government contract, Zeus' liability for cancellation of this Order without cause shall be limited to Seller's actual cost for work and materials applicable solely to this Order that is expended by Seller prior to the date Seller receives the notice of cancellation.

5. Contracting Authority

The Zeus Buyer is the only authorized individual to bind Zeus. This authority includes the issuance of contracts and/or issuance of modifications to such contracts. The Zeus Buyer will issue all contractual direction(s) to Seller in written format. Seller agrees to obtain from Zeus a purchase order number (the "PO Number") for any and all purchase of goods and/or services. Seller further agrees it will clearly reference the PO Number on all applicable invoice(s) and related documentation.

6. Taxes

Except as otherwise expressly provided in the Order, the price shall include all applicable Federal, State and local taxes of any kind.

7. Insurance

Seller, at its own cost and risk, shall possess insurance against any risk or liability in connection with any goods and/or services ordered under this Order, including, without limitation: public liability insurance; workers' compensation and employers' liability insurance; and comprehensive motor vehicle third party liability insurance. Without limiting Seller's liability hereunder, Seller agrees, at its own cost and expense, to carry public liability insurance protecting Seller and Zeus, with single limit coverage in the amount of one million dollars (\$1,000,000). Certificates of insurance shall be furnished to Zeus within thirty (30) days after written request from Zeus.

8. Shipping and Packaging

Unless otherwise clearly stated in this Order, Seller at Seller's sole cost and expense will: (a) deliver all goods to the shipment address designated on the Order; (b) furnish all needed boxing, packing materials, crating and other incidental labor and materials; and (c) pack all goods in suitable shipping containers to prevent damage and ensure secure delivery to Zeus.

9. Hazardous Materials

All packaging, transportation and handling of hazardous materials shall be in accordance with applicable laws and regulations. Material safety data sheets shall be delivered by Seller to Zeus prior to the shipment of any goods supplied by Seller that include hazardous materials.

10. Risk of Loss

Seller shall bear all risk of loss and damage until Zeus provides Seller with written notice of acceptance of the goods delivered to Zeus unless such loss or damage results from Zeus' negligence. Zeus is liable to Seller for the purchase price of the goods only when the goods have been delivered and accepted by Zeus.

11. Inspection, Acceptance and Warranty

All goods shall be received subject to subsequent inspection by Zeus not less than sixty (60) days after delivery. Zeus may, at its sole option, reject all or any portion of goods or services that do not conform in every respect with the terms of this Order. Seller will deliver replacement goods in an expedited manner to Zeus. Replacement goods shall conform in all material respects with the specifications of the goods rejected by Zeus. Goods rejected by Zeus will be held for Seller's instructions and at Seller's risk and expense. If instructions are not received within ten (10) days after notice of rejection, the goods will be returned to the location from which they were shipped at Seller's expense. All warranties granted by Seller to Zeus may be assigned by Zeus to its customers and end users, and shall remain in effect for the term of the warranty stated in these terms and conditions.

If Zeus elects to accept nonconforming goods, Zeus, in addition to its other remedies, shall be entitled to negotiate an equitable price adjustment with Seller, and adjust the contract price to reflect the negotiated price. Acceptance by Zeus shall not be deemed a waiver or settlement of any defect in such goods and/or services.

Seller expressly warrants all goods delivered under this Order to be free from defects in material and workmanship, to be of the quality, and in conformance with the specifications of this Order, will be fit for the purpose intended, merchantable and of best quality. Seller further warrants all work performed under this Order to be in conformity with all plans, specifications and other data incorporated as part of this Order.

This warranty shall begin upon final acceptance and extend for a term of one (1) year minimally or longer, in accordance with a Seller's suppliers product warranty being considered, whichever is longer. If any non-conforming goods and/or services are identified within the warranty period, Seller, at Zeus' option, shall promptly (a) repair or replace the goods, (b) re-perform the services or (c) provide a refund in full to Zeus. Transportation costs of replacement goods will be the sole responsibility of Seller.

12. Patents, Trademarks and Copyright Indemnification

Seller will, at its own expense, defend any suit instituted against Customer that is based on an allegation that any goods provided by Seller to Zeus constitutes an infringement of any United States copyright or violation or misappropriation of any third party trade secret, Seller will indemnify Zeus against any award of damage and costs made against Zeus by a final judgment of a court of last resort if it is determined that any such goods constitutes an infringement of any United States copyright or violation or misappropriation of any third party trade secret, provided that Zeus gives Seller immediate notice in writing of any claims of infringement, violation or misappropriation, and permits Seller through Seller's counsel to defend the same and gives Seller all available information, assistance and authority to enable Seller to assume such defense. Seller will have control of the defense of any such suit, including appeals from any judgment therein and any negotiations for the settlement or compromise thereof, with full authority to enter into a binding settlement or compromise. Seller will not be responsible for any compromise or settlement made or expense incurred without its consent.

13. Seller Indemnification

Seller agrees to indemnify and hold harmless Zeus from and against any and all claims, actions, damages, or other losses arising from or by reason of Seller's performance hereunder, except to the extent that such claims, actions, damages or other losses result from Zeus' gross negligence or willful misconduct.

14. Termination for Convenience

Zeus shall have the right at any time before completion of the Order to terminate any part or the whole of the Order by Zeus. If such termination causes an increase or decrease in prices, Seller shall promptly notify Zeus thereof, and an equitable adjustment will be negotiated between the parties. Payment of such compensation is the sole and exclusive remedy of Zeus of this Agreement by Seller hereunder and Seller shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

15. Termination for Default

If Zeus is notified that the supplier is unable to abide by the contract terms, including but not limited to delivery, Zeus shall have the right at any time before completion of the Order to terminate any part or the whole of the Order by Zeus. If Zeus is subject to termination clauses or consideration (monetary or otherwise) expectations from current and future customers and/or contractors, such termination costs will be borne by the supplier and equitable adjustments will be made to the contract.

16. Disputes

In the event of a dispute or alleged breach of this Order by either party, the parties will work together in good faith to resolve the matter by escalating it to higher levels of management prior to resorting to litigation, provided such escalation does not result in the loss of legal rights due to the expiration of the statute of limitations.

17. Assignment

Any assignment of Seller's rights or delegation of Seller's duties hereunder shall be null and void, unless prior written consent is given by Zeus. Seller may assign payments owed by Zeus to a financing institution if Zeus is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment. Zeus shall have the right to make settlements and/or adjustments in price without notice to any assignee.

18. Independent Contractor

Seller is an independent contractor and not an employee, agent, joint venture partner, or partner of Zeus. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Zeus and either Seller or any employee or agent of Seller.

19. Survival and Severability

Notwithstanding the termination or completion of this Order, all agreements, covenants, indemnities, and warranties made in this Order will continue in full force and effect to the extent required for their full observance and performance. If any of the provisions of these terms and conditions are in conflict with any rule of law or statutory provision in a jurisdiction, such provision shall be stricken, but such provision shall not invalidate any other terms, which shall survive.

20. Waiver

Waiver of a breach of any provision of the Order shall not constitute waiver of future compliance with such provision nor shall it be construed as a waiver of any other breach.

21. Applicable Law

This Order is governed by the laws of the State of Minnesota, USA, excluding the UN Convention on International Sale of Goods. Any legal action in connection with this Order must be filed within two (2) years after the cause for such action has accrued.

22. Ownership of Inventions/Improvements

With respect to new or modified goods/services, all rights, titles, and interest in any and all inventions (including discoveries, ideas, or improvements, whether patentable or not), (i) based upon or arising from Seller's information, or (ii) developed specifically for Zeus, will belong to Zeus regardless of when they are created. In the event that Seller produces works of authorship for Zeus under the Order ("Works"), the Works will be deemed "works made for hire" and Seller will receive all rights, title, and interest thereto. However, if any Works are not determined to be "works made for hire," Seller agrees to assign, and hereby assigns to Zeus and its successors the entire right, title, and interest, in and to the Works. Nothing in the Order will affect the pre-existing intellectual property rights of the parties.

23. Purchase Price and Terms of Payment

Materials shipped against this Agreement shall be invoiced at the price set forth in the Order. Unless otherwise specified on the Order, payment of the purchase price shall be due sixty (60) days after the later of Zeus' receipt of Seller's correct invoice for such shipment or the date on which the Materials are received and accepted by Zeus. Seller agrees that it will take no adverse action against Zeus for any invoices not paid by Zeus resulting from Seller's failure to obtain or clearly state a Zeus PO Number on applicable invoices, or Seller's failure to accurately invoice Zeus. Price increases will not be accepted without a ninety (90) day prior written notification.

The purchase price for the Materials shall include all taxes, customs duties, customs fees and/or other governmental charges due with respect to the Materials. Seller shall, however, pay for any taxes that it is statutorily required to pay. Seller shall provide Zeus with documentation satisfactory to Zeus that establishes Zeus' statutory liability to pay such taxes. If Seller fails to provide such documentation, Zeus shall not be obligated to pay any such taxes.

Seller's discount terms must be included on invoices. Discount period will be calculated from the date material is received at Zeus' plant. If a price or quantity variance occurs on an invoice then the discount terms will begin upon resolution of the variance. If a bill of lading or proof of shipment does not accompany an invoice Zeus will pay the invoice and take the discount on the date material is received at Zeus' plant even if the regular discount period has passed.

Seller shall be responsible for all shipping and insurance costs, including without limitation, packing, crating, cartage and freight costs.

24. Confidentiality

Seller agrees to keep confidential the terms and conditions of the Order and all proprietary information disclosed by or on behalf of Zeus or otherwise learned or obtained by Seller in connection with the Order or the performance hereof. Seller will not use any of this information other than in connection with the performance of the Order and will not disclose any of this information except to the extent required by law and then only after prior notice to Zeus. Seller shall not advertise, publicly announce or provide to any other party information relating to the existence of this Agreement or use Zeus' name in any format for any promotion, publicity, marketing or advertising purpose, without Zeus' prior written consent.

25. Audit

Materials shipped against this Agreement shall be invoiced at the price set forth in the Order. Unless otherwise specified on subject to reasonable confidentiality obligations, subject to reasonable confidentiality obligations, Zeus will have the right to audit and inspect the records and facilities of Seller and Seller's agents, representatives

and subcontractors used in performance of the Order or relating to the goods or services to the extent reasonably necessary to determine Seller's compliance with the Order. Seller will provide Zeus or its third-party designee conducting the audit or inspection with reasonable assistance, including without limitation access to buildings, appropriate personnel and workspace. Zeus audit/inspection, or failure to conduct any audit or inspection, will not release Seller from any of Seller's obligations.

26. Order of Precedence

The following order of precedence (descending order and only if applicable) to any Zeus Order that is issued to Seller, and any inconsistencies among the various contract documents will be resolved as follows: (A) the Purchase Order associated with specific work required; (B) master agreements between the parties; (C) special terms and conditions agreed to by the parties; (D) Zeus' standard Purchase Order terms and conditions; (E) any Statement of Work agreed to by the parties; (F) Zeus technical specification(s); and (G) Sellers proposal.

27. Notice of Obsolesce

Seller shall notify Zeus of impending obsolesce and agrees to provide a ninety (90) day supply in addition to any quantity of the obsolete product currently on order by Zeus.
