

Shape, LLC

Purchase Terms and Conditions

(January 2026)

- 1. Acceptance:** A purchase order issued by Shape, LLC ("Buyer") is an offer by Buyer for the purchase of the goods ("Goods") or services ("Services") specified in the purchase order from the party to whom the purchase order is addressed ("Seller"), subject to these terms and conditions (the "Terms" and, together with the terms and conditions on the face of the purchase order, the "Order"). Orders will be deemed accepted by Seller upon the first of the following to occur: (a) Seller making, signing, or delivering to Buyer any written acknowledgment of acceptance; (b) any performance by Seller under the Order; or (c) the passage of seven (7) days after Seller's receipt of the Order without written rejection by Seller. If a written agreement signed by both Buyer and Seller exists and governs the purchase of Goods or Services under this Order, its terms shall prevail in the event of any conflict with this Order. This Order, including any documents expressly incorporated by reference, constitutes the entire agreement between Buyer and Seller, except where a separate written agreement signed by both parties expressly governs. Any additional or different terms proposed in any acceptance, acknowledgment, or other document are hereby rejected and shall be of no effect unless expressly agreed to in writing by Buyer.
- 2. Delivery and Shipping Terms:** Seller shall deliver the Goods and/or perform the Services at the delivery point (the "Delivery Location") and on the date(s) (the "Delivery Date") specified in the Order. Title and risk of loss, or damage, to Goods and Services delivered hereunder shall pass to Buyer upon receipt by Buyer at the Delivery Location. If no Delivery Date is specified in the Order, Seller shall deliver the Goods and/or Services in full within a reasonable time after receipt of the Order, but no later than thirty (30) days. Timely delivery is of the essence for all Orders. Seller must meet or exceed a standard of delivering Goods and/or Services to Buyer on or before the Delivery Date at least 95% of the time. If Seller fails to deliver by the Delivery Date, Buyer may, at its option and without prejudice to other remedies, require expedited shipping at Seller's expense or terminate the Order immediately. Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses resulting from Seller's failure to deliver on time. Delivery shall be made in accordance with the terms and conditions of the Order. The Order number specified by the Buyer must appear on all documents related to the Order, including invoices, packing lists, correspondence, and shipping documents. Seller shall not substitute any Goods specified in an Order, nor ship excess or deficient quantities, without Buyer's prior written consent. Unless otherwise explicitly stated in writing in the Order, Seller shall be solely responsible for and bear all costs associated with delivering the Goods to the Delivery Location, including, without limitation, all transportation and duty costs.
- 3. Inspection:** Buyer reserves the right to inspect all Goods on or after delivery and to inspect all Services upon completion or thereafter. Seller must meet or exceed a 95% quality acceptance standard, which will be communicated via a scorecard provided by Buyer. Buyer, at its sole discretion, may reject all or any portion of the Goods or Services if it determines that they are defective or nonconforming. Upon notice from Buyer to Seller that Goods or Services are defective or nonconforming, Buyer may, at its sole discretion: (a) require Seller to deliver replacement conforming Goods at Seller's sole expense within two working days or reperform the Services to meet the agreed-upon requirements within two working days; (b) correct the defective or nonconforming Services itself and charge Seller for the cost thereof, engage a third party to correct the Services at Seller's expense, or replace the nonconforming Goods with goods from a third party and charge Seller the cost thereof; or (c) terminate the Order for cause, relieving Buyer of any further payment obligations. Any inspection or other action by Buyer under this Section 3 shall not affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections

after Seller takes remedial action.

4. **Return of Rejected Goods:** If Buyer determines that any Goods are defective in material or workmanship (including Goods damaged due to unsatisfactory or negligent packaging by Seller) or otherwise not in strict conformity with the requirements of the Order, including drawings, specifications, and approved samples, then Buyer, in addition to any other rights and remedies under the Order or applicable law, has the right, at its sole discretion and upon written notice to Seller, to (a) reject and return such Goods at Seller's expense and receive a full credit for the rejected Goods, (b) require correction or replacement of the rejected Goods at no additional cost to Buyer, or (c) retain and use the Goods with an equitable reduction in price to account for any labor incurred to repair the rejected Goods. Rejected Goods returned to Seller shall not be reshipped to Buyer without Buyer's prior written authorization. Seller shall bear all risks associated with rejected items after receiving notice of rejection.
5. **Price:** The price of the Goods is as stated in the Order (the "Price"). If no price is specified, the Price shall be as set forth in Seller's published price list in effect on the Order date. Seller represents and warrants that the Price and all related terms for the Goods and/or Services sold to Buyer are no less favorable than those offered to any other customer for the same or similar items. If Seller lowers its price or offers more favorable terms for such goods or services during the term of the applicable Order, Seller shall apply the same reductions to Buyer. Prices are firm unless the Order provides for escalation. Unless otherwise specified in the Order, the Price includes all packaging, transportation to the Delivery Location, insurance, customs duties and fees, and applicable taxes, including but not limited to sales, use, and excise taxes. No Price increase, whether due to higher material, labor, or transportation costs, or otherwise, shall be effective without Buyer's prior written consent.
6. **Invoicing and Payment:** Buyer shall pay all properly invoiced amounts due to Seller in accordance with the Order terms upon receipt of the invoice, except for any disputed amounts. The parties shall seek to resolve any Price disputes promptly and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any dispute. Without prejudice to any other rights or remedies available to Buyer, Buyer reserves the right to set off any amount owed to it by Seller against any amount payable by Buyer to Seller. Payment of an invoice does not constitute evidence or admission that the Goods or Services comply with the Order requirements.
7. **Change Orders:** Buyer reserves the right to issue written notices ("Change Orders") modifying the Goods or Services, including additions, reductions, or changes to the Delivery Date or Delivery Location, while all other terms of the Order remain unchanged. Seller shall promptly comply with all Change Orders. Any resulting change in the scope of Goods or Services shall proportionally adjust the Price. Any Goods delivered under a Change Order that do not conform to the revised terms will be rejected unless expressly agreed to in writing by Buyer.
8. **Warranties:** Seller warrants that, for a minimum of twelve (12) months from the Delivery Date, or for such longer warranty period specified in the Order, all Goods and Services shall: (a) be new and free from defects in workmanship, materials, and design; (b) conform to all applicable specifications; (c) be fit for their intended purpose; (d) be free and clear of all liens, security interests, or other encumbrances; and (e) not infringe upon any third party's intellectual property rights. These warranties shall survive delivery, inspection, acceptance, and payment. These warranties are cumulative and in addition to any other warranties provided by law or equity. Any applicable statute of limitations shall run from the date Buyer discovers the nonconforming Goods or Services. If Seller delivers nonconforming Goods or Services, Buyer may pursue any remedies available under these Terms, the Order, or applicable law.
9. **Indemnification:** Seller shall indemnify, defend, and hold harmless Buyer, its direct and indirect parent companies, subsidiaries, affiliates, successors, assigns, and their respective directors,

officers, shareholders, and employees (collectively, “Indemnitees”) against all losses, damages, liabilities, claims, actions, judgments, penalties, costs, and expenses, including reasonable attorney fees, arising from or related to: (a) Seller’s performance of the Order; (b) any breach of the Order, including representations and warranties; (c) any actual or alleged infringement of a third party’s intellectual property rights by the Goods or Services; (d) any personal injury (including death) or property damage caused by Seller’s Goods, Services, employees, or agents; (e) any environmental contamination or regulatory noncompliance related to the Goods or Services; and (f) any cybersecurity breach or data security incident resulting from Seller’s actions or omissions. If Buyer incurs a loss or must compensate its customer due to Seller’s breach, Buyer may recover such losses from Seller. Seller shall not settle any claim without the respective Indemnitee’s prior written consent.

10. **Confidentiality; Ownership of Information:** All non-public, confidential, or proprietary information disclosed by Buyer in connection with the Order, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts, or rebates, whether disclosed orally, in writing, electronically, or in any other form or medium, and regardless of whether it is marked, designated, or otherwise identified as “confidential,” shall be kept confidential, used solely for fulfilling the Order, and not disclosed or copied without Buyer’s prior written consent. Upon Buyer’s request, Seller shall promptly return all documents and materials received from Buyer. Buyer is entitled to injunctive relief for any violation of this Section. This Section does not apply to information that: (a) is in the public domain without a breach of Seller’s confidentiality obligations; (b) was lawfully known to Seller at the time of disclosure; or (c) is lawfully obtained by Seller from a third party on a non-confidential basis. These confidentiality obligations shall survive the termination or expiration of the Order for a period of five years. All intellectual property rights in any designs, drawings or other technical or business information which Buyer supplies to Seller shall remain the sole and exclusive property of Buyer.
11. **Insurance:** Seller shall provide proof of insurance as specified in the Order. If Seller delivers Goods under the Order, it shall provide evidence of automotive and workers’ compensation insurance coverage.
12. **Compliance with Laws and Supplier Code of Conduct:** Seller shall ensure that all persons involved in fulfilling this Order: (a) comply with the Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable anti-corruption laws; (b) maintain adequate policies and procedures to prevent and detect bribery and corruption and immediately notify Buyer in writing of any breach, investigation, or prosecution related thereto; (c) immediately report to Buyer any request or demand for an improper financial or other advantage in connection with this Order; and (d) immediately notify Buyer in writing if a foreign public official becomes an officer, employee, or direct or indirect owner of Seller. Seller represents and warrants that, as of the Order date, it has no foreign public officials as officers, employees, or direct or indirect owners. Seller further represents and warrants compliance with all applicable foreign, federal, provincial, state, and local laws, including those governing labor relations, equal employment opportunity, occupational health and safety, product safety, environmental protection, and trade compliance. Seller shall conduct due diligence on its supply chain and implement policies to ensure compliance with anti-corruption, labor, environmental, and trade laws. Seller is responsible for identifying and mitigating compliance risks associated with its suppliers and subcontractors. All Goods supplied to Buyer must comply with applicable environmental regulations in Canada, the United States, and Europe, including RoHS, REACH, and any successor regulations, as amended. Seller shall also comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as any other applicable laws regarding the sourcing and disclosure of conflict minerals. Seller is responsible for periodically reviewing compliance requirements, as RoHS, REACH, and other regulations may change. Seller shall ensure that its suppliers and subcontractors comply with these environmental and sourcing regulations. Upon request, Seller shall provide Buyer with any required environmental, health, and

safety (EHS) compliance data or certificates. Seller shall also comply with Buyer's Supplier Code of Conduct, as updated from time to time and provided upon request. Seller shall promptly notify Buyer in writing of any suspected or actual violations of compliance laws that could impact Buyer.

13. **Export Compliance:** Seller shall obtain and maintain all licenses, permissions, authorizations, consents, and permits required by law to fulfill the Order. Seller shall comply with all applicable export and import laws, including, but not limited to, the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and any sanctions administered by the U.S. Office of Foreign Assets Control (OFAC), the European Union, the United Kingdom, or other relevant authorities. Seller shall screen its transactions and business partners against applicable restricted party lists, including OFAC's Specially Designated Nationals (SDN) List, the EU Consolidated List, and the UK Sanctions List, to ensure compliance with trade and sanctions laws. Seller is responsible for obtaining any necessary government import clearance and shall take reasonable steps to minimize customs duties. If Seller's noncompliance results in fines or penalties against Buyer, Seller shall reimburse Buyer for all related fines, costs, and reasonable attorney's fees. Seller shall not export, re-export, or transfer any Goods, software, technology, or technical data in violation of applicable export control laws. Seller shall immediately notify Buyer if any of its Goods, software, technology, or transactions become subject to new trade restrictions, export control requirements, or sanctions.
14. **Force Majeure:** Neither party shall be liable for delays or failures in performance caused by events beyond its reasonable control and without its fault or negligence ("Force Majeure Event"), including, but not limited to, acts of God, government restrictions, floods, fires, earthquakes, explosions, epidemics, wars, invasions, terrorist acts, riots, strikes, or embargoes. Economic hardship, market changes, or increases in material, labor, or transportation costs shall not constitute a Force Majeure Event. Seller shall use diligent efforts to minimize delays and resume performance as soon as possible. If a Force Majeure Event prevents Seller's performance for more than fifteen (15) business days, Buyer may procure substitute Goods or Services from an alternate supplier, and any additional costs incurred shall be Seller's responsibility. Buyer may also terminate the Order immediately upon written notice.
15. **Services:** By accepting an Order for Services, Seller represents and warrants that it is qualified and capable of performing the Services in accordance with industry standards. Buyer will provide materials, equipment, and machinery only as specified in the Order. Seller shall promptly report any event or circumstance that it knows or reasonably suspects violates the law or Buyer's policies. At its sole cost and expense, Seller shall repair or replace any Buyer-owned real or personal property that is damaged, destroyed, or removed by Seller, its employees, or its agents in connection with the Order.
16. **Termination:** Buyer may terminate this Order, in whole or in part, for any reason upon fourteen (14) days' prior written notice to Seller. In addition to any other available remedies, Buyer may terminate this Order immediately, before or after acceptance of the Goods or Services, if Seller: (a) breaches any of its terms; (b) experiences a material adverse change in its financial condition, as reasonably determined by Buyer; (c) becomes insolvent; or (d) is subject to bankruptcy, receivership, reorganization, or an assignment for the benefit of creditors. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy shall be payment for Goods or Services received and accepted by Buyer prior to termination.
17. **Assignment:** Seller shall not assign or delegate any Order, in whole or in part, without Buyer's prior written consent and any attempted assignment or delegation by Seller without such written consent shall be void. Buyer reserves the right to assign any Order to its successors or affiliates.
18. **Disclaimer of Damages:** IN NO EVENT SHALL BUYER BE LIABLE FOR ANY TYPE OF

INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR RESULT FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES SHALL INCLUDE BUT NOT BE LIMITED TO LOSS OF PROFITS OR REVENUES.

19. **Relationship of Parties:** The relationship between Seller and Buyer is strictly that of independent contracting parties and does not constitute a joint venture, partnership, principal-agent, broker, sales representative, or franchise relationship.
20. **Remedies:** The remedies provided herein are cumulative and in addition to any other remedies available at law or in equity.
21. **Severability:** If any provision of this Order is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability. The remainder of the provision, to the extent it remains valid, and all other provisions shall remain in full force and effect and shall be interpreted liberally in favor of Buyer to uphold their intended purpose.
22. **Waiver:** Buyer's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right or privilege.
23. **Governing Law; Venue:** This Order shall be governed by and construed in accordance with the internal laws of the state, province, or territory identified in Buyer's address on the Order, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Each party irrevocably submits to the exclusive jurisdiction of the federal, state, provincial, or territorial courts located in the jurisdiction identified in Buyer's address on the Order, including any applicable courts of appeal. Buyer may also bring proceedings in any court having jurisdiction over Seller. Seller waives any objection to jurisdiction or venue, including claims of inconvenient forum, in any such court.