

Terms and Conditions of Purchase of Gleason Cutting Tools s.r.l., Viganò, Lecco, Italy

1. ACCEPTANCE. The purchase order referencing these terms and conditions (the "Order") is an offer by Gleason Cutting Tools S.r.l. ("Buyer") to purchase the goods or services identified in the Order from the seller named in the Order ("Seller"). Buyer's offer to purchase such goods or services from Seller is expressly conditioned upon Seller's acceptance of all of the terms and conditions set forth herein together with any additional terms set forth in the Order. Seller may accept Buyer's offer to purchase such goods or services by delivering a written acceptance or acknowledgment of the Order to Buyer or by commencing performance or shipment of any part of the Order. Buyer may, at any time prior to Seller's acceptance, revoke its offer upon written notice to Seller. Seller agrees that a written acceptance or acknowledgment of the Order shall be deemed an acceptance of Buyer's offer notwithstanding any different or additional terms set forth in such written acceptance or acknowledgment and agrees that any such different or additional terms are expressly rejected and are not a part of the Order. If at any time Seller asserts that any different or additional terms apply to this Order, then Buyer shall be under no obligation to purchase any goods or services from Seller and may return any goods previously purchased from Seller for a full refund. The Order and its terms may only be modified by a new order or new terms issued by Buyer. The parties agree that these terms and conditions and the Order (collectively, the "Agreement") contain the complete and final contract between Buyer and Seller.

2. DELIVERY. Seller shall deliver the goods to Buyer facility in the quantities and on the date(s) specified on the face of the Order or as otherwise agreed in writing by the parties. Unless otherwise specified on the Order, delivery of internationally shipped goods shall be FCA (Free Carrier – INCOTERMS® 2020) to Buyer's facility at the address shown on the face of the Order. Seller shall give written notice of shipment to Buyer when the goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the goods to Buyer within five (5) business days after Seller delivers the goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order. All goods shall be suitably classified to ensure the lowest transportation rates consistent with full protection against loss and damage in transit and to meet the carrier's requirements. Time is of the essence and Buyer shall have the right to terminate the Order without liability at any time after Seller has failed to deliver in accordance with the delivery schedule established in the Order, together with any other remedies Buyer may have hereunder or under applicable law. Upon any such termination, Seller shall immediately return any deposit or installment payment(s) received by Seller in connection with the Order (a "Deposit") to Buyer. Without limiting the foregoing, in the event that Buyer does not terminate the Order, Buyer shall be entitled to liquidated damages at the rate of 0.5% of the purchase price for each week that Seller is late in delivery.

3. TRANSFER OF TITLE. Unless otherwise specified, title passes to Buyer upon delivery of the goods to Buyer's named place of delivery.

4. CHANGES IN ORDER. Buyer shall have the right to change specifications and delivery dates. Prices will be equitably adjusted either up or down, if required by such changes, but no price adjustment shall be made without Buyer's prior written authorization.

5. SELLER'S WARRANTY. Seller warrants that all goods supplied hereunder will (i) conform to all specifications, drawings, samples, or other descriptions furnished by or to Buyer; (ii) conform to all representations, samples or models

forming the basis of the Order; (iii) be of merchantable quality and fit for the purpose intended; (iv) perform as specified in the Order and herein; (v) be free from defects in material, design, and workmanship; (vi) be free of infringement of property rights of third parties, and (vii) not misappropriate any trade secret or violate any license or any other rights. Seller further warrants that all services performed for or on behalf of Buyer will be performed in a competent, workmanlike manner and shall be free from faults and defects. Seller warrants that Buyer shall receive good and clear title to the goods, free from any lien or other encumbrance. Said warranties shall be in addition to any warranties given by Seller to Buyer. None of said warranties and no other implied or express warranties shall be deemed disclaimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Buyer. Without limitation of any of its rights with respect to latent defects or fraud, or any of its other rights at law, Buyer may, within twelve (12) months (a) from delivery in the case of goods not transmitted to its customers, or (b) from the date of shipment from Buyer's factory in the case of goods transmitted to its customers, return goods which are not as warranted to Seller, at Seller's expense, for credit, repair or replacement as Buyer may direct.

6. COUNTERFEIT PRODUCTS. Seller shall not deliver Counterfeit Product to Buyer under any Order. "Counterfeit Product" means an item that is itself or contains an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, a source with the express written authority of the original manufacturer, or an authorized aftermarket manufacturer. Seller shall use commercially reasonable efforts to detect and avoid providing Counterfeit Products to Buyer. Seller shall flow down the substance of this clause to its subcontractors and suppliers in the performance of any Order.

7. CONFIDENTIALITY. It is understood that Seller may learn of Confidential Information regarding Buyer and its business, products, processes, and customers. For purposes of the Agreement the term Confidential Information shall mean any and all confidential information and/or proprietary knowledge including but not limited to: data, inventions, creations, designs, models, molds, dies, workholdings, plans, specifications, operational and technological information, concepts, ideas, processes, formulas, programs, know-how, improvements, developments, and discoveries. Confidential Information shall remain the sole and exclusive property of Buyer and shall not be shared or disclosed whether directly or indirectly by Seller or by any person or entity under Seller's control, to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever except as may be required by law or governmental agency or legal process, nor shall Seller make use of any such Confidential Information for its own purposes or for the benefit of any person, firm, corporation, or other entity without the express written consent of Buyer. Confidential Information shall not include information that: (i) is now available or becomes available to the public other than as a result of a breach of the Agreement by Seller; (ii) is released in writing by Buyer; (iii) is lawfully obtained from third party or parties; (iv) is known to the Seller prior to such disclosure by Buyer; (v) is at any time developed by the Seller prior to such disclosure; or (vi) is at any time developed by the Seller independently of such disclosure or disclosures by Buyer. Without obtaining the prior written consent of Buyer, Seller shall not advertise or publish the fact that Seller has contracted to furnish Buyer goods and services, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Buyer shall have the right, among all other remedies, to cancel the undelivered portion of any goods or services covered by the Agreement and shall not be required

to make further payments except for conforming goods delivered or services rendered prior to cancellation. The provisions of this Section shall survive termination or expiration of the Agreement.

8. SAFETY DATA SHEETS. If the Order includes the purchase of any materials which are toxic or hazardous to human health (or which include any toxic or hazardous substances, as defined by or in the NIOSH Registry of Toxic Effects of Chemical Substances), Seller must provide Buyer with "Safety Data Sheets" which identify the material and provides full information concerning health hazards and toxic effects of the material and precautions to be taken in the use of the material. Safety Data Sheets must be submitted to Buyer prior to shipment of the material.

9. PRICE. Unless otherwise specified, the price of the goods is the price stated on the Order or as quoted on date of shipment, whichever is lower. Where required, Seller shall obtain from Buyer any necessary sales tax exemption or direct pay documentation. No price will exceed any maximum price lawfully established by any governmental authority. Prices include all applicable export duties, import duties, excise taxes, and other taxes (other than Buyer's income taxes) payable by reason of the transactions covered by the Order.

10. PAYMENT OF INVOICES. Seller shall invoice Buyer in duplicate for each shipment within twenty-four (24) hours after shipment. Unless otherwise agreed to in writing, Buyer shall pay all properly invoiced and undisputed amounts in accordance with the terms on the Order. Payment terms on the face of the Order are measured from the invoice date.

11. REJECTION OF GOODS. Buyer shall have the right to inspect goods supplied under the Order and to reject any or all of said goods which are in Buyer's judgment defective or non-conforming. Goods so rejected and goods supplied in excess of quantities called for in the Order will be returned to Seller at its expense.

12. TERMINATION. If the Order is for the purchase of goods specially designed for and unique to Buyer, Buyer reserves the right to terminate the Order, effective upon receipt by Seller of Buyer's written notice. In the event of such termination, (a) unless otherwise directed by Buyer, Seller will immediately terminate all work under the Order, (b) Seller shall transfer title and deliver to Buyer the work in process and parts and materials which Seller produced or acquired in accordance with the Order and which Seller cannot use in producing goods for itself or for others, and (c) Buyer will pay to Seller the lesser of (i) such actual costs as have been reasonably incurred prior to the date of termination for the work and process, parts and materials transferred to Buyer pursuant to (b) above, or (ii) such actual costs as are reasonably necessary for Seller to restore such goods and items to a condition to be used for another customer's order. Seller will furnish to Buyer, within one (1) month after the effective date of such termination, Seller's termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are listed in subsection (c) above. Buyer may audit Seller's records, before or subsequent to payment, to verify amounts requested in Seller's termination claim. For all other purchases, Buyer reserves the right to terminate the Order, in whole or in part, at any time effective upon receipt by Seller of Buyer's written notice, and in the event of such termination, Buyer will pay Seller only for goods or services which have been accepted by Buyer at the time of the termination (provided, however, that Buyer shall also be entitled to return any such accepted goods within thirty (30) days after acceptance for a full refund or credit (without any restocking, return, or other charges)). Any amounts owed by Buyer to Seller as a result of a termination of the Order shall be first setoff against or recouped from any Deposits received by Seller in connection with the Order. In the event that the total amount of Deposits exceeds the amount owed by Buyer to Seller as a result of any such termination, then Seller shall immediately return the excess balance of Deposits to Buyer. Buyer shall have no obligation for and shall not be required to make payments to Seller, directly or on

account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, and general and administrative burden charges from termination of the Order hereunder. In no event shall Buyer's obligations hereunder exceed those Buyer would have had to Seller in the absence of termination. Buyer will have no obligation if Buyer terminates the Order because of a default by Seller. If Buyer terminates this Order because of a default by Seller, then Seller shall immediately return all Deposits received by Seller in connection with the Order to Buyer without setoff, recoupment, or counterclaim.

13. PACKING LISTS. All packing lists, bills of lading, and invoices must show Buyer's purchase order number, part number, quantity of parts (in units of measure ordered), and part description (i.e. model number, serial number, etc.). Failure to include this information may result in material being returned.

14. INTELLECTUAL PROPERTY RIGHTS. To the extent that any intellectual property rights are used and/or embodied in the goods and/or services, Seller grants Buyer a worldwide, irrevocable, royalty-free, perpetual, non-exclusive right and license: (a) to make, use, sell, manufacture, and cause to be manufactured products embodying any and all goods' and/or services' intellectual property; (b) to repair, rebuild, or relocate, and to have repaired, rebuilt, or relocated the goods; and (c) to use, sell, distribute, create derivative works, display, and sublicense the goods' and/or services' intellectual property in connection with Buyer's products and services. Unless otherwise agreed to in writing by the parties, in the event the provision of the goods and/or services by Seller to Buyer, result in or require the development or creation of any intellectual property by Seller, its employees, agents, subcontractors, or other representatives, whether independently or jointly with Buyer, Buyer shall own and have all right, title, and interest in and to any such developed intellectual property. Seller agrees to defend, indemnify, and save harmless Buyer and its directors, employees, agents, customers, end users, successors and assigns from and against all claims, demands, actions, suits, losses, damages, and expenses of any kind (including attorneys' fees) arising out of any suit, claim, or action for actual or alleged infringement, misappropriation, or copying of any intellectual property rights arising out of or in any way connected with the Order even if such claims, demands, actions, or suits shall ultimately be determined to have been unfounded.

15. COMPLIANCE WITH LAWS. Seller warrants that it is and will continue to maintain compliance with all applicable laws and regulations in supplying the goods to include all import, exports, environmental, and data privacy laws, all applicable national and local laws and regulations pertaining to hiring practices, working conditions, and payment of labor, and the manufacture, branding, labeling, registration, and shipment of goods. All purchased materials used in part manufacture shall satisfy current governmental and safety constraints on restricted, toxic, and hazardous materials, as well as environmental, electrical, and electromagnetic considerations applicable to the country of manufacture and sale. Seller warrants that the goods will not infringe on any patent or other rights of third parties. Seller shall provide all goods and services under the Order in accordance with Buyer's Supplier Code of Conduct (available at www.gleason.com/en/products/corporate-social-responsibility, and incorporated herein by reference).

16. INDEMNIFICATION. Seller agrees to defend, indemnify, and save harmless Buyer and its directors, employees, agents, customers, end users, successors and assigns from and against all claims, demands, liabilities, suits, actions, damages, losses, and expenses (including attorneys' fees and legal costs) actually or allegedly arising from (a) any personal injury, death, or property loss or damage caused in whole or part by Seller's negligence, acts, or omissions in performing or failing to perform the Order; (b) Seller's breach of any warranty or covenant contained herein; (c) Seller's breach of or default

under the Order; and/or (d) actual or alleged infringement, misappropriation, or copying of any intellectual property rights arising out of or in any way connected with the Order even if such claims, demands, actions, or suits shall ultimately be determined to have been unfounded.

17. INSURANCE. Unless otherwise stated on the face of the Order, if and before entering upon Buyer property, Seller shall maintain (i) workers' compensation and employer's liability insurance in accordance with the laws of the applicable state; (ii) commercial general liability insurance, including products liability and completed operations coverage, in amounts not less than the equivalent of \$1 million per occurrence and the equivalent of \$2 million aggregate; (iii) automobile liability insurance covering all automobiles and other vehicles used in connection with its purpose for entering upon Buyer property with a limit of \$1 million each accident; and (iv) excess "umbrella" liability, providing coverage in excess of commercial general liability, automobile liability and employers' liability with a combined single limit for bodily injury and property damage of \$1 million each occurrence and aggregate. Seller will maintain adequate insurance coverage during the life of any Order and for a reasonable period thereafter at Buyer's option. Seller will deliver to Buyer certificates of insurance acceptable to Buyer certifying that policies of insurance for the required coverages have been issued and are in effect, as well as naming Buyer as an additional insured under such policies and waiving or causing to be waived subrogation against Buyer. If requested by the Buyer, a copy of the required additional insured endorsement(s) or policy provisions must be provided. The insurance requirements identified in (i) – (iv) above shall not be required if Seller enters upon Buyer property solely for the purpose of attending an administrative meeting and Seller will not access or enter upon any portion of Buyer property other than the common areas and the office/conference room in which the administrative meeting is held. For the avoidance of doubt, should Seller at any time enter upon the factory floor (with the sole exception of facility tours provided by and under the direct supervision of Buyer personnel) of Buyer property or perform any form of work or manual labor outside the scope of attending an administrative meeting, then such insurance requirements will become applicable.

18. SAFETY. Any machinery or equipment delivered hereunder shall include such safety-related design features as are necessary for Buyer's compliance with governmental and industrial standards for work place safety when such machinery or equipment is used for its intended purposes by Buyer or its customers or other end users.

19. EXPORT CONTROL. If an export clearance or license is required for any part of the goods or services to be furnished by Seller, a contract between Seller and Buyer will not enter into force until all such export clearances and/or licenses have been granted. If export clearances or licenses are revoked or expire before completion of performance under a contract between Seller and Buyer, the Buyer shall have the right to terminate the remainder of the contract for any unfulfilled performance. If Buyer intends to export (or re-export), directly or indirectly, the products or technical information relating thereto supplied hereunder or any portion thereof, it is the responsibility of the Buyer to assure compliance with U.S. and any other applicable countries' export control regulations and, if appropriate, to secure any required export licenses in its own name.

20. REMEDIES. The remedies provided for herein shall be cumulative and in addition to any other or further remedies provided by law or equity.

21. FORCE MAJEURE. Notwithstanding anything herein or in the Order to the contrary, Buyer shall not be obligated to take delivery of any goods and shall not be responsible for any resulting damages if Buyer is prevented from taking delivery as a result of an event beyond its reasonable control, including, without limitation, the cancellation of any order by Buyer's customer.

22. SETOFF/RECOUPMENT. Buyer shall be authorized to setoff or recoup any amounts owed by Buyer to Seller under the Order or any other agreement against any amounts owed by Seller or any parent, subsidiary, or affiliate of Seller to Buyer under the Order or otherwise.

23. LIABILITY LIMITATION. In no event shall Buyer be liable for anticipated or lost profits, business interruption or incidental or consequential damages. In no event shall Buyer be liable for damage, loss, theft, or injury to Seller's property at Buyer's facility. Buyer's liability for any claim arising out of or relating to the Agreement shall be limited to the price allocable to the goods and/or services or unit thereof which gives rise to the claim. Any action by Seller arising out of or relating to the Agreement must be commenced by Seller within one (1) year after the cause of action has occurred.

24. GOVERNING LAW. Buyer and Seller will attempt to settle any disagreements through amiable negotiations. Disagreements that cannot be settled through negotiation shall be resolved through application of the laws of the Republic of Italy without regard to its conflict of laws principles. To the extent otherwise applicable, the provisions of the U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended, are hereby excluded.

25. Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares to have read and expressly accepts the provisions set out in the following sections: Section 1 ("Acceptance"); Section 2 ("Delivery"); Section 4 ("Changes in Order"); Section 5 ("Seller's Warranty"); Section 7 ("Confidentiality"); Section 10 ("Payment of Invoices"); Section 11 ("Rejection of Goods"); Section 12 ("Termination"); Section 14 ("Intellectual Property Rights"); and Section 15 ("Compliance with Laws"); Section 16 ("Indemnification"); Section 22 ("Force Majeure"); Section 23 ("Setoff/Recoupment"); Section 24 ("Liability Limitation"); Section 25 ("Governing Law").