

TREDIT PURCHASING TERMS & CONDITIONS

APRIL 2024

1.0 These Tredit Purchasing Terms and Conditions ("Terms") govern the purchase of products ("Products") by Tredit Tire & Wheel Company, Inc. ("Tredit") from the supplier named in Tredit's purchase order ("Supplier"). By shipping or promising to ship the Products set forth in Tredit's purchase order, Supplier agrees to be bound by these Terms. These Terms and only these Terms shall apply to any contract between Tredit and Supplier for the Products, and Tredit expressly rejects any terms and conditions added by Supplier that are different from or in addition to these Terms. The parties have agreed that it is their intent that the "battle of the forms" described in Section 2-207 of the Uniform Commercial Code will not apply to any order of Products by Tredit from Supplier.

1.1 Subject to the Terms, Supplier will sell to Tredit, and Tredit will buy from Supplier, the Products in the quantities set forth in Tredit's purchase order. Time is of the essence for Tredit's order, and Supplier shall deliver the Products on or before the date set forth in Tredit's purchase order.

1.2 The prices for the products are set forth in Tredit's purchase order. All prices include, and Supplier is solely responsible for, all tariffs and duties, taxes, costs, and expenses relating to the production, manufacture, sale, exportation, importation, and delivery of the Products.

1.3 Tredit often has to cancel, reschedule, or adjust quantities in its purchase orders. Supplier will notify Tredit in writing when an order is ready to ship. Before any order ships, Tredit may, without cost or penalty, cancel the order, reschedule the delivery date for the order, or adjust the quantities of Products ordered.

1.4 Supplier will submit invoices to Tredit in a form acceptable to Tredit. Tredit will pay Supplier within 45 days from receipt of a valid, undisputed invoice. Tredit may set-off from amounts it owes Supplier any amount which Supplier owes to Tredit at the time of such set-off, whether Tredit's obligation to Supplier was owed under this Agreement or any other contract, claim, obligation, or invoice.

1.5 Unless otherwise set forth in Tredit's purchase order, Supplier will ship all Products DDP (delivered duty paid) to Tredit's facility designated in the purchase order (Incoterms 2020 rules). If ocean transportation is necessary, Supplier will request shipping container booking approval from Tredit prior to shipping any order. Risk of loss will pass to Tredit upon Tredit's receipt of the Products at Tredit's facility designated in the purchase order. Tredit may reject, and has no obligation to pay for, any Products that are unable to clear customs.

1.6 Tredit has the right to inspect the Products at any point after delivery and may reject any defective or nonconforming Products. Without in any way limiting Tredit's other remedies, Supplier will issue a credit to Tredit in the amount of the purchase price of the defective or nonconforming Products. Supplier will be responsible for the cost of

destroying any nonconforming or defective Products or, if Supplier wants such Products returned, the transportation costs to return the products to Supplier.

2.1 Intellectual Property. Tredit exclusively owns Tredit's intellectual property (collectively, the "Tredit IP"), which includes but is not limited to: Tredit's product designs and specifications; Tredit's trademarks such as Eco-Trail, Rainer, Tredit Advantage, Go Back, Tow Nation, Trailer Set Go, Elevate, Apex, and Tredit; Tredit's QR codes and other product labels; all data and information derived from the use of Tredit's products; and other intellectual property rights developed by Tredit or derived from Tredit's resources. Tredit grants Supplier a non-exclusive, non-transferable, worldwide, and royalty-free license to use only such Tredit IP as is necessary to manufacture and sell the Products to Tredit. Supplier will not supply to any third party any Products which contain Tredit IP without Tredit's written consent, and Supplier will not disclose or use any Tredit IP without Tredit's written consent. Upon written notice from Tredit or upon ceasing to manufacture Products for Tredit, Supplier will (i) stop using any Tredit IP and Tredit Property and return all such Tredit IP and Tredit Property to Tredit; and (ii) reasonably cooperate with Tredit in transitioning the manufacture of the Products to another supplier. Supplier grants Tredit a perpetual, non-exclusive, worldwide, and royalty-free license to all of Supplier's intellectual property rights, including patents, trademarks, copyrights, trade secrets, and other intellectual property rights, that affect the right to possess, use, sell, market, or distribute the Products.

2.2 Tredit Property. Unless otherwise stated in a purchase order, Supplier will supply all material, equipment, tools, and facilities necessary to manufacture and supply the Products. Title to all property (i) furnished to Supplier by Tredit, (ii) specifically paid for by Tredit, or (iii) the cost of which is amortized in the price of the Products, will remain in and with Tredit with the right of possession in Tredit ("Tredit Property"). Supplier will conspicuously mark all Tredit Property as the property of Tredit (including by indicating Tredit's name and address) and will do what is reasonably necessary to protect Tredit's rights and interest in the Tredit Property. Supplier holds Tredit Property as a bailee-at-will for the benefit of Tredit and bears all risk of loss of Tredit Property. Supplier may use Tredit Property only to manufacture Products for sale to Tredit. Tredit may, upon reasonable advance notice to Supplier, inspect Tredit Property and any records relating to Tredit Property. Upon ceasing to manufacture Products for Tredit or upon the direction of Tredit, Supplier will return Tredit Property to Tredit and reasonably cooperate with Tredit while doing so.

3.1 Express Warranties on the Products. Supplier expressly warrants to Tredit, Tredit's successors, and Tredit's customers that, during the Warranty Period (as defined below), the Products will:

- a) conform in all respects to the specifications, standards, drawings, designs, samples, or other descriptions furnished to or specified by Tredit;
- b) be free from all latent and patent defects in design, materials, and workmanship;

- c) be delivered new, with good title, and free from all liens, claims, and encumbrances;
- d) comply with all industry standards, laws, rules, and regulations including such standards, laws, rules, and regulations in force in countries where the Products or vehicles equipped with the Products are to be sold;
- e) not infringe the intellectual property rights of any third party; and
- f) pass without objection in the trade and be fit and sufficient for the ordinary and particular purposes intended.

The “Warranty Period” begins on the date of the purchase order for the Products and ends at the longer of (a) the period provided by applicable law (including any law relating to the recall of the Products); or (b) the warranty period provided by Tredit to its customer to include, without limitation, any period of time during which Tredit’s customer may require Tredit to correct or cure any non-conformities or defects in the Products.

3.2 Indemnification. Supplier agrees to indemnify, defend, and hold harmless Tredit, Tredit’s customers, and any of Tredit’s or its customers’ members, directors, officers, employees and agents from and against any and all claims, liabilities, damages (including actual, special, consequential, punitive, and exemplary damages), settlements, judgments, losses, penalties, costs and expenses (including, without limitation, actual attorney’s fees and costs of experts and consultants) that are related to or arise out of: (i) a breach or non-fulfillment of any of these Terms, the purchase order, or any representation, warranty, or covenant that Supplier made to Tredit, including but not limited to the express warranties in Section 3.1 and the covenants in Section 6.2; (ii) a negligent or more culpable act or omission of Supplier in connection with Supplier’s performance under this Agreement; (iii) damages or injury to property or person (including death) arising out of or in connection with the Products or a failure to warn about a risk the Products allegedly create; or (iv) any claim that the Products or any Supplier IP infringe a patent, trademark, copyright, trade secret, or other intellectual property right.

3.3 Recalls. If a governmental agency, Tredit, or Tredit’s customer determines that a recall is necessary for any Products because of a defect or safety issue, Supplier shall arrange for the destruction or return of any recalled Products and the replacement of any such recalled Products. Supplier will be liable for Tredit’s and Tredit’s customer’s costs associated with the recall (including attorney’s fees, expert witness fees, and the costs of notifying end purchasers of the recalled Products) as well as the costs of returning and replacing any recalled Products. Without limiting any other remedy, Tredit may credit any such costs against any outstanding amounts that Tredit owes Supplier. Supplier agrees to provide Tredit with written notice within 10 days if Supplier receives a question, comment, or request for information from any regulatory agency or customer pertaining to the legality and safety of the Products or the components or production of the Products. Supplier will reasonably cooperate with any governmental agency regulating a recall and

provide Tredit with all information in Tredit's possession necessary to respond to any government investigation or inquiry, recall, corrective action program, or similar program.

3.4 Indirect, Special, or Consequential Damages. IN NO EVENT SHALL TREDIT OR ITS REPRESENTATIVES BE LIABLE TO SUPPLIER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS, LOST REVENUES, OR DIMINUTION IN VALUE ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, REGARDLESS OF (X) WHETHER SUCH DAMAGES WERE FORESEEABLE, (Y) WHETHER OR NOT TREDIT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (Z) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

SECTION 4 - RESERVED

5.1 Protection for Confidential Information. All of Tredit's business information, including but not limited to, samples, forecasts, sales figures, data, product specifications, present or prospective customer sales information, customer requirements, methods of operation, marketing information, marketing methods and materials, management information, rebates, promotions, reports, pricing policies, non-public Tredit IP, and pricing plans or strategies (the "Confidential Information") delivered to Supplier (the "Receiving Party") by Tredit (the "Disclosing Party") will be treated as confidential property of the Disclosing Party, and will be returned to the Disclosing Party upon request. The Receiving Party agrees for itself and on behalf of its employees and agents to whom any Confidential Information is disclosed, if any, that such Receiving Party will use not less than the same degree of care Receiving Party uses to prevent disclosure of its own proprietary and confidential information to prevent disclosure of Disclosing Party's Confidential Information and in no event less than a reasonable degree of care. The Receiving Party will cause any person to whom it discloses the Confidential Information to execute an appropriate agreement of confidentiality consistent with the terms hereof. Confidential Information will not be disclosed by the Receiving Party to any person and will not be used for the benefit of the Receiving Party or any third party except in connection with fulfilling the Receiving Party's obligations under these Terms.

5.2 Remedies for Unauthorized Disclosure. The Receiving Party will be liable to the Disclosing Party for damages caused by any breach of this provision or by any unauthorized disclosure or use of the Confidential Information and materials by it or third parties to whom unauthorized disclosure was made. In addition to any other rights or remedies which may be available to the Disclosing Party, the Disclosing Party will be entitled to appropriate injunctive relief or specific performance against the Receiving Party to prevent unauthorized disclosure of the Confidential Information or other breach of this provision. The Receiving Party acknowledges and agrees that such unauthorized disclosure or other breach of the provision will cause irreparable injury to the Disclosing Party and that money damages will not provide adequate remedy to such Disclosing Party. The Disclosing Party will be entitled to recover from the Receiving Party its costs,

expenses (including expert witness fees) and attorneys' fees incurred in successfully enforcing its rights under this Section 5.

5.3 Exceptions to Confidentiality. This obligation of confidentiality will not apply to any information which (i) was known to the Receiving Party at the time of receipt; (ii) was in the public domain at the time of receipt; (iii) becomes public through no fault of the Receiving Party to keep it confidential; or (iv) is required by applicable law to be divulged.

5.4 Continuing Confidentiality Obligations. The obligations of Supplier under this Section 5 shall commence as of the date of Tredit's purchase order and shall continue until two years after the date of Tredit's last order of Products from Supplier, except that the Receiving Party shall not use or disclose the Disclosing Party's trade secrets as long as they remain trade secrets under applicable law.

6.1 Insurance. During the period Supplier is selling Products to Tredit and for two years thereafter, Supplier, at its own expense, must maintain, in full force and effect, (i) commercial general liability insurance of at least \$1 million per occurrence and \$10 million in the aggregate; (ii) product liability insurance of at least \$1 million per occurrence and \$10 million in the aggregate; and (iii) all-risk property insurance covering Tredit Property and any inventory of Products at full replacement value. Supplier will provide Tredit at least yearly with a certificate of insurance evidencing the insurance coverage specified in this section. Any policy of insurance necessary to meet the requirements of this Section 6.1 must (i) name Tredit as an additional insured and loss payee and (ii) provide Tredit with 30 days' advance written notice in the event of a cancellation or material change in such policy.

6.2 Compliance with Laws. Supplier agrees to the following covenants, each of which is a material requirement of Tredit's purchase order and these Terms:

- (a) Compliance with Laws. Supplier covenants and agrees that it complies with all U.S. federal, state, and local laws, orders, rules, regulations, and ordinances that are applicable to Supplier's performance of its obligations under Tredit's purchase order and these Terms.
- (b) Import/Export Compliance. Without in any way limiting the covenant contained in Section 6.2(a) above, Supplier covenants and agrees that it will comply with all export and import laws and regulations, including but not limited to laws and regulations relating to antidumping and circumvention, and will pay all taxes, tariffs, and duties applicable to delivering the Products to Tredit. Supplier will immediately notify Tredit in writing if Supplier is or becomes listed on any U.S. Export Control or Sanctions List, if Supplier is under government investigation that could affect Supplier's performance under this Agreement (including any investigation into antidumping or circumvention by the U.S. Department of Commerce or other governmental body), or if Supplier's import or export privileges are otherwise denied, suspended, or revoked in whole or in part by the government.

- (c) No Bribery or Corruption. Supplier covenants and agrees that neither it nor any of its affiliates, officers, directors, employees, consultants, agents, or subcontractors, in connection with the performance of Tredit's purchase order or these Terms, will undertake any action or fail to take any action that would violate the U.S. Foreign Corrupt Practices Act or any other applicable anti-corruption or anti-bribery laws or regulation. Supplier further covenants and agrees that neither it nor any of its affiliates, officers, directors, employees, consultants, agents, or subcontractors will directly or indirectly pay, promise to pay, offer, give, promise to give, or authorize the giving of anything of value to a person in order to improperly obtain or retain business or to gain an improper business advantage. Supplier will maintain all records necessary to ensure compliance with this Section 6.2(c).
- (d) NHTSA Records. Supplier covenants and agrees that it will at all times keep the records required by the National Highway Traffic Safety Administration relating to the Products.
- (e) American Subsidiary. Supplier covenants and agrees that it will, at all times, be an entity organized and in good standing in the United States or maintain a corporate subsidiary or affiliate organized and in good standing in the United States, which such American subsidiary or affiliate shall at all times act as Supplier's agent.

7.1 Amendments and Waivers. The provisions in Tredit's purchase order or these Terms may be amended only by Tredit's written consent, and no contrary or supplemental term in any invoice, quotation, order confirmation, or other similar document provided by Supplier will have any effect unless agreed to in writing by Tredit. Any waiver, permit, consent, or approval of any kind or character on the part of Tredit must be made in a writing signed by Tredit and will be effective only to the extent specifically set forth in such writing.

7.2 Independent Contractor Status. The legal relationship of Tredit to Supplier is, and at all times will be maintained as, one of independent contractor, and no agency, franchisor/franchisee, or employer/employee relationship is either intended or implied.

7.3 Severability. If any of the provisions in these Terms is held to be unenforceable, all other provisions will nevertheless continue in full force and effect.

7.4 These Terms are binding on Supplier's respective successors, heirs, and assigns. Supplier may not assign its obligations under these Terms or the purchase order without Tredit's express written consent. These Terms and the terms of the purchase order represent the final agreement between Tredit and Supplier concerning the matters referred to in this Agreement, and they supersede all prior agreements and understandings, whether written or oral, as well as all contemporaneous oral agreements.

7.5 Governing Law. This Agreement will be construed under the laws of the State of Indiana, U.S.A., without regard to the principles of conflicts of law. Tredit and Supplier agree that any legal action arising from or related to the Products or the interpretation or

performance of Tredit's purchase order or these Terms (other than an action by Tredit seeking injunctive or other equitable relief) must be resolved by a commercial court in Elkhart County, Indiana, or a federal court in the South Bend Division of the Northern District of Indiana, and both Tredit and Supplier irrevocably consent to the personal jurisdiction of such courts. If Tredit substantially or partially prevails on any claim relating to the Products, these Terms, or any purchase order, Tredit will be entitled to recover reasonable attorney's fees and costs (including expert witness fees) from Supplier relating to such claim as well as prejudgment interest accruing at the rate of 1% per month. **BOTH PARTIES KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL.**