

**PURCHASE ORDER STANDARD TERMS AND CONDITIONS**  
**For the purchase of direct material by Atmus Filtration Technologies Inc.,**  
**its subsidiaries, and affiliates (“ATMUS”)**

**OFFER**

1.1 As used in this document, the term “Purchase Order” or “PO” refers to the hardcopy or electronic form for designating the Supplier, the Supplies and other terms of transaction plus these Terms and Conditions and any other terms that are attached or incorporated by reference. “Buyer” means Atmus Filtration Technologies Inc., its subsidiaries and affiliates which issues a Purchase Order to the Supplier under these Supplier Terms and Conditions; “Supplier” means the supplier or seller identified on the face of this PO and its agents and representatives; “Specifications” means all applicable blueprints, product specifications, the provisions on the face of this PO and any attachments to it.

1.2 This purchase order constitutes an offer to buy goods and services (“Products”) to the description and other terms set forth on its face and reverse side. No additional or different terms offered by Supplier shall be or become part of this PO unless made in writing and signed by Buyer’s authorized representative. Any reference to Supplier’s quotation shall be for informational purposes only and shall not be construed as acceptance of Supplier’s terms and conditions. The offer can be accepted by the Supplier either expressly or implied by the fulfilment of the Purchase Order. The contract resulting from the acceptance of this order is to be construed according to the laws of the Republic of Korea. This PO is not assignable by Supplier in whole or in part without Buyer’s prior written consent.

1.3 If there is a conflict between these terms, the information on the face of this PO, or any attachments to the PO, the terms on the face of the PO shall take precedence over these terms, and these terms shall take precedence over any other attachment. If the PO is issued in conjunction with a detailed contract between the parties, the terms of the contract will take precedence over all other terms. Any additional or conflicting terms or provisions in other documents provided by Supplier relating to such purchase shall not apply to such purchase and are hereby rejected by Buyer.

1.4 The purchase of Products by Buyer is expressly conditioned on assent by Supplier to these terms; any additional or conflicting terms or provisions in other documents provided by Supplier relating to such purchase shall not apply to such purchase and are hereby rejected by Buyer.

**PRICING**

2.1 No specific charge shall be made for lead time, preservation, packing, kitting, lot sizes, carriage, or storage unless agreement has been established in writing. Neither lead times nor prices may be increased without documented justification and reasonable notice to Buyer and commercially reasonable opportunity for Buyer to negotiate such changes. Supplier represents and warrants that all taxes have been paid and no taxes are unpaid or with the passage of time will be a lien upon the Products or equipment. This clause is intended to create a level playing field for all purchasers of Supplier’s Products, and not to provide discounts or competitive advantages to Buyer.

2.2 Payment Terms are *Net 90* following Buyer’s receipt of a properly payable invoice that contains all requisite information or such number of days as prescribed under the prevailing statutes, as applicable. Given Buyer payment processes, any payments made by Buyer within three (3) business days subsequent to the *Net 90* payment deadline shall be considered timely.

2.3 By accepting this Purchase Order, Supplier agrees to supply the Products set forth on the Schedule or Appendix, as applicable, ordered hereunder at the same price on future orders, whether under a subsequently issued Purchase Orders or otherwise, unless a ninety (90) day written notice of price increase and an explanation therefore is provided by Supplier; provided, however, that such ninety (90) day written notice requirement shall not apply in connection with commodity market or foreign currency exchange adjustments where a separate agreement exists, in which case such separate timing

requirement terms shall apply. Supplier shall supply at the current price through the entirety of said ninety (90) day notice period.

2.4 Supplier acknowledges and agrees that the continuous supply of the Product ordered by Buyer from Supplier pursuant to this PO is critical to the commercial interest of Buyer. By accepting this PO, Supplier undertakes an obligation to provide Buyer with written notice ("Last-time Buy Notice") no less than ninety (90) days prior to Supplier reducing, discontinuing, suspending, or relinquishing its ability to supply each Product ordered pursuant to this PO. The Last time Buy Notice shall include a detailed description of the reason for reduction, discontinuation, suspension or relinquishment. In the event a Last time Buy Notice is given, Buyer will have the right, within ninety (90) days' receipt of such notice, to make one or more final bulk purchases in any quantity at the Product.

2.5 Supplier and Buyer recognize and acknowledge that a breach of the covenants contained in Sections 2.3 and 2.4 will cause material and irreparable damage to Buyer, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, Supplier agrees that in the event of a breach of any of the covenants contained in Sections 2.3 and 2.4, in addition to any other remedy which may be available at law or in equity, Buyer shall be entitled to immediate temporary, preliminary, and permanent injunctive relief, including specific performance, to require Supplier to comply with Sections 2.3 and 2.4, and Buyer shall be entitled to such relief without the necessity of proving that actual damages are not an adequate remedy or of posting a bond or any other security, and Supplier waives any defense to such relief based on any defense that there is an adequate remedy at law.

#### **INVOICING**

3.1 Unless authorized by Buyer, Supplier agrees that one PO number can be listed on any invoice. Multiple invoices can be issued against a single PO. Invoices must reflect prices per terms stated above and should be submitted per agreement between the parties. The Buyer at its discretion will manage invoice discrepancies.

3.2 Buyer may set off any amounts due to Supplier under this PO against amounts owed by Supplier to Buyer for any reason.

3.3 If requested by Buyer, Supplier must receive POs and send invoices electronically.

3.4 Invoices not sent electronically are to be shipped to Buyer specified site address.

#### **DELIVERY**

4.1 Unless otherwise specified on the front of the PO, Products will be sold FCA Supplier's Facility, Incoterms 2020, and all delivery terms will be interpreted in accordance with the most recently published International Chamber of Commerce Incoterms. Title and risk in the Supplies will pass to the Buyer on completion of delivery and upon inspection and acceptance of the Supplies by the Buyer at a destination specified by the Buyer. Time for delivery shall be of the essence of the contract period.

4.2 Supplier shall, upon Buyer's request, suspend shipment and delivery of Supplies to be furnished hereunder at no cost.

4.3 Supplier shall pack and preserve the Products so they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and storage under normal environmental conditions without detrimental effects in accordance with Buyer's packaging standards.

4.4 All shipments must contain documentations specified by Buyer. If not specified, documentation will be a packing slip listing Products, Buyer's part number, Purchase Order number, plant name, invoice number and receiving locations, with all packages marked identifying Products by name and Buyer's part number. The package containing the packing slip must be clearly identifiable. Bar codes may be required per Buyer's packaging standards.

4.5 Supplier must adhere to the procedures involving logistics and warehousing instructions, including

instructions provided in materials agreements or transportation routing letters.

4.6 Supplier shall document country of origin in the format specified by the Buyer to comply with regulations, including USMCA certificates of origin, duty draw back documentation or manufacturer's affidavit as requested. It is the responsibility of Supplier to monitor the information and immediately notify Buyer of any changes. Such changes must be communicated in writing to Buyer's Customs Department.

4.7 No over shipments accepted at additional cost. Hazardous material "MUST" be properly labelled (per OSHA regulations).

#### **QUALITY**

5.1 Supplier warrants good title in that Products will conform to contract and be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. These warranties shall survive acceptance and shall run to Buyer and Buyer's successors, assigns, customers and users.

5.2 Supplier will not change its specifications, materials, material suppliers or production of testing process or locations, without the prior notice to and written approval from Buyer and assuring that such change will have no effect on the Product's conformity to contract.

5.3 In the event of a breach of warranty, or if any Products do not conform to contract, Buyer may, at its sole discretion: (a) reject such Products and require Supplier, at Supplier's expense, including transportation cost, to inspect, sort out non-conforming Products, rework non-conforming Products to render such Product conforming, or scrap the non-conforming Product and replace such Products in a timely manner to insure Buyer's production weight is maintained; (b) rework any such Products at Supplier's expense basing charges on Buyer's then-current hourly rate; or (c) cancel the Purchase Order, in whole or in part, without charge to Buyer. In the event a third party is brought into inspect, sort or rework the non-conforming Products by Supplier; the third party shall be subject to the reasonable approval by Buyer. Additional Buyer entity charges may be incurred. These include scrap, rework, engine damage, tear down/re-test expenses, premium freight (per clause 16.2), assembly disruptions/work stoppage, administrative expenses, etc. The parties involved will negotiate these charges in good faith.

#### **INSPECTION**

6. Buyer may make Inspections, including quality surveys/audits, and testing at any stage of the manufacture of Products ("Inspection"). Supplier or sub-supplier, without additional charge, shall provide all reasonable facilities and assistance required for safe and convenient Inspection. Buyer shall not unduly delay the work while conducting such Inspection. Buyer shall not be liable for any reduction in value of samples used in connection therewith, nor shall any rejected Products be delivered to Buyer. Buyer's Inspection, or lack thereof, shall not relieve Supplier of responsibility for Products not in accordance with contract, imply approval or acceptance by Buyer, or waive Supplier's responsibility for latent defects, fraud, gross mistake or warranty.

#### **CHANGES**

7.1 Buyer may at any time, by written instructions or verbal instructions confirmed in writing to Supplier, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) drawings (ii) designs (iii) specifications (iv) method of shipment (v) packing (vi) time of delivery (vii) place of delivery and (viii) quantity of items ordered. In no event shall purchaser be liable for incidental or consequential damages. Changes do not affect the enforceability of this PO.

7.2 Buyer may cancel this PO or any part thereof at any time upon written notice to Supplier without liability except for payment to Supplier of the cost of work in process and material commitments made within the time specified on the face hereof or, if no time is specified, then within two weeks of the date of cancellation.

7.3 Neither party shall be liable to the other for failure to perform its obligation under this PO when

performance is prevented by unforeseeable flood, drought, fire, war, riot, acts of terrorism, acts of God or Governments. During the Supplier's inability to supply the Supplies, Buyer may, its option, procure such Supplies from other suppliers but will revert to the PO once the element of Force Majeure has been overcome.

#### **TOOLING**

8. Except as agreed in writing by Buyer, Supplier shall fund all tooling, gauging and facilities necessary for the Products, whether standard or unique to the manufacture the Products. Supplier shall provide to Buyer with detailed descriptions of the tooling and related information to provide assurance that Supplier is utilizing tooling at world-class market levels. Supplier shall maintain, repair and replace, at its own expense, all tooling, gauging and facilities necessary for the Products. Supplier shall keep all such tooling, gauging and facilities in good working order and condition, fully covered (replacement value and cost) by insurance and free from liens and other encumbrances. Supplier shall not make any changes to the specifications, physical composition, location, tooling, sub-tier suppliers or processes used to manufacture the products without obtaining Buyer's prior consent. Unless otherwise approved in writing by Buyer, Supplier shall not use Buyer-unique tooling, or tooling otherwise funded in whole or in part by Buyer, to manufacture, recondition or repair products except for sale to Buyer or a third party approved by Buyer.

#### **PUBLICITY**

9. The Supplier shall not disclose the fact of this Purchase Order or its terms and shall not release any advertising copy mentioning Atmus or quoting the opinion of any of its employees nor use the name or trademark of Atmus without prior consent.

#### **INDEMNIFICATION**

10. Supplier will indemnify, defend and hold harmless Buyer, its customers, affiliates and subsidiaries, and each of their respective shareholders, equity holders, officers, directors, agents, employees, successors and assigns from and against all losses, costs, damages, expenses (including reasonable attorneys' fees), suits, claims, demands or other liabilities, directly or indirectly arising out of or relating to (i) any breach of any representation, warranty or covenant of this Purchase Order by Supplier; (ii) any negligent or intentional acts or omissions or willful misconduct of Supplier; (iii) any failure of Supplier to comply with or observe any applicable law; (iv) any injury, disease, or death of any person, fine, penalty, or damage to or loss of any property, by whomever suffered, which is claimed to have resulted in whole or in part from the purchase, sale, use or operation of any Product, including Supplier's provision thereof, or any actual or alleged defect in such Product, whether latent or patent, including any alleged failure to manufacture the Products according to Buyer's requirements or specifications, or to provide adequate warnings, labelling or instructions specified by Buyer; (v) any Product recall; (vi) any third party claim regarding Supplier's performance under this Agreement; (vii) any third party claim regarding Buyer's use of Supplier's intellectual property in compliance with this Purchase Order; and (viii) any claim that Products infringe or misappropriate any patent, trademark, copyright, mask works right, trade secret, know-how or other intellectual property or proprietary right of a third party due to Buyer's sale or use, alone or in combination, of the Products, including the Products and designs developed by Supplier, where but for Supplier's specifications/designs, etc. such claim would not have arisen.

#### **EXCLUSIVITY AND AFTERMARKET**

11.1 In recognition of Buyer's ownership of IP (Background or Foreground), and/or contribution of know-how, and/or contribution of trade secrets to the Products, Supplier shall sell and supply the Products exclusively to Buyer while this PO is active and for a period of 5 years upon the PO termination.

In the instance of a commercial off the shelf Product, the Parties may determine exclusivity separately in an agreement.

11.2 Supplier grants to Buyer aftermarket remanufacture and re-conditioning support, as requested by Buyer, to provide Buyer with the best possible commercial opportunity for implementing and sustaining a high quality and cost-effective reconditioning program for the Products.

#### **CONTINUITY OF AGREEMENT**

12. This Purchase Order is the full understanding of the Parties and a complete and exclusive statement of the terms of the Buyer's and Supplier's commitment. Notwithstanding any different or additional terms or conditions in Supplier's acknowledgement or other documents, which terms and conditions are hereby objected to, either before or after delivery of Products, Buyer places each order on the express condition that Supplier accepts this Purchase Order. No conditions, understanding or commitment to amend this Purchase Order shall be binding unless hereafter made in writing and signed by the party to be bound, and no amendment shall be affected by acknowledgement or acceptance of invoices, shipping documents or other forms or documents containing terms or conditions different from or in addition to these. No waiver of any breach or default and no course of dealing, course performance or usage of trade shall constitute a waiver of any other breach or default, amendment, or addition.

#### **GOVERNANCE**

13. Governing Law Over this Purchase Order. This Purchase Order, including without limitation to, any controversy or claim arising out of or relating to this Purchase Order, or its breach, the construction of its terms, and the interpretation of the rights and duties of the parties, will be governed by and construed under the laws of the Republic of Korea excluding its choice of law statutes.

#### **BANKRUPTCY**

14.1 If the Supplier ceases to conduct operations in the normal course of business or becomes unable to meet its obligations as they mature, if any bankruptcy or insolvency proceeding is brought by or against Supplier, if a receiver is appointed or applied for, if Supplier makes an assignment of the benefit of creditors, or if the Buyer reasonably believes Supplier may be unable to complete the Purchase Order, the Buyer may demand adequate written assurance of performance or, at its option, terminate the Purchase Order, in whole or in part, without liability except for supplies previously delivered to and accepted by Buyer.

14.2 In case the Supplier chooses to exit the business for the reasons described above or any other reason, the Supplier agrees that the buyer will have the right to purchase selected assets dedicated solely to Buyer's production which are critical to supplying the Parts including but not limited to machinery, tooling and test equipment. In such case, with respect to any of SUPPLIER's Background IP embodied in the Works, SUPPLIER hereby irrevocably grants to BUYER and its directed agents, the worldwide right and license over the works, and otherwise transfer without attribution any Background IP of SUPPLIER, including Background IP licensed by SUPPLIER.

#### **INTELLECTUAL PROPERTY**

15.1 Buyer retains all ownership of blueprints, drawings, media and data it may provide to Supplier. To the extent Supplier was involved in compiling, organizing or creating the Product, Supplier assigns any copyright or other interest Supplier may have in the Product to the Buyer. Buyer retains all rights in tooling, designs and drawings furnished Supplier in connection with the Purchase Order and no such tooling, design or drawing shall be incorporated or used in connection with Products furnished to others. If the purchase of Products by the Buyer requires development or designwork, any intellectual property right arising from

such work shall accrue to the Buyer unless the design elements were proprietary to the Supplier. In the event Supplier creates copyrightable material of any form pursuant to this Purchase Order, Supplier agrees to and does hereby assign to Buyer the sole ownership right in such copyrightable material. Supplier shall undertake all acts necessary to perfect Buyer's ownership in such material, but at no cost to Supplier.

15.2 Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property created in the performance of this PO shall be the sole property of Buyer and Supplier shall do all things requested by Buyer to transfer the ownership thereof and to perfect the same.

## **REMEDIES**

16.1 Buyer's remedies set out herein shall be cumulative and in addition to any other or further remedies provided in law or equity, specifically found in the Uniform Commercial Code. Supplier will remain fully responsible for its obligations hereunder, regardless of the source of the Product or any component thereof. Buyer may set off against amounts it owes Supplier, amounts Supplier or related companies owes to Buyer. In the event Buyer suffers damages or reduction in price from its customers due to Supplier's delay or breach of this Purchase Order, Supplier will reimburse Buyer for such damage or loss of revenue, including, without limitation, any attorneys' fees and costs associated with litigating such breach.

16.2 If the Supplier fails to deliver the Products by the delivery date, the Buyer will, without limiting its other rights or remedies, have the right to recover additional freight costs (including for premium freight) that are directly caused by Supplier (including, but not limited to, delayed delivery of parts, early/unscheduled delivery of parts that are returned to the Supplier, non-conforming parts, returns, damage of parts due to Supplier incorrectly loading a vehicle or wrong packaging, in addition to other conditions which are attributed to Supplier's failure to perform as contractually agreed). To determine the cause of additional freight costs, the Supplier shall meet with the Buyer upon reasonable notice to discuss such costs. Where such costs are agreed to be directly caused by Supplier, the Buyer will determine to what extent (on a range between 0% and 100%) these extra freight costs shall be borne by the Buyer and by the Supplier and will notify the Supplier of the resulting percentage and the resulting amount of the allocated costs. The Buyer is entitled to set off the resulting amounts owing from Supplier to the Buyer against any amounts owed to Supplier from the Buyer (debits issued to the Supplier) following agreement with Supplier.

## **LEGAL COMPLIANCE**

17.1 Supplier covenants and agrees that all activities performed, directly or indirectly, by or on behalf of Supplier pursuant to this Purchase Order, or in furtherance of its objectives, shall be carried out in form and substance in accordance with all applicable laws, regulations, procedures and policies of the countries in which such activities are performed and any other governmental authority to which Supplier or the Products are subject. Supplier covenants and agrees to comply with all rules, regulations and laws with respect to design, manufacturing, materials, the environment and safety, and, if applicable, all laws and regulations governing the sale of the Products.

17.2 Supplier covenants and agrees to comply with all applicable laws and regulations relating to exports and all administrative acts and executive orders pursuant to such laws and regulations, including, but not limited to, the Export Administration Act of 1979, 50 U.S.C. App. §§ 2401-2420; the Arms Export Control Act, 22 U.S.C. § 2751 et seq.; the International Traffic in Arms Regulation, 22 C.F.R. 120 et seq.; the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1707 ("U.S. Export Controls"). Supplier will not resell, transfer or sell the Products in violation of U.S. Export Controls. Any technical data or services exported from the United States in furtherance of this Purchase Order and any item or defense article which may be produced or manufactured from such technical data or services, may not be transferred to a person in a third country or to a national of a third country except as specifically authorized in this Purchase Order and, if required by

U.S. Export Controls, only if the prior written approval of the appropriate United States governmental authority has been obtained, including but not limited to the U.S. Department of State and the U. S. Department of Commerce. Any action by Supplier or its agents determined in good faith by Buyer to be in contravention of U.S. Export Controls shall result in termination of this Purchase Order.

17.3 Supplier hereby acknowledges that Buyer is subject to the laws and regulations of the United States of America, including without limitation, the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd (the "FCPA") which prohibits the bribing of any foreign official, any foreign political party, or any candidate for foreign political office by any company for the purpose of obtaining or retaining business. It is Buyer's strict policy and intention at all times to be in compliance with the FCPA. Supplier hereby covenants and agrees that it and its authorized agents will comply with the FCPA and acknowledges that Buyer's entering into this Purchase Order or any Order is conditioned upon such representation and warranty.

17.4 Supplier hereby warrants and certifies that none of the Products are or will be manufactured with child, indentured, forced or prison labor.

17.5 Supplier represents and warrants that (i) all Products shipped under this Purchase Order or any Order shall be marked accurately and in full compliance with applicable law as required; (ii) that no Product sold hereunder is manufactured, produced, or imported into the U.S. with the direct or indirect support of a "countervailable subsidy" (as defined in 19 U.S.C. § 1677(5)(B)) from the government of Supplier's country (origin of Products) or any public entity or governmental authority thereof; and (iii) that the U.S. Department of Commerce has not determined that the importation of any such Products into the U.S. either materially injures, threatens with material injury, or retards the establishment of the U.S. industry in which the Products belong, as set forth in 19 U.S.C. § 1671 of the United States Anti-Dumping Law (19 U.S.C. § 1677 et seq.). Supplier acknowledges and agrees that its indemnification obligation for any breach of this Section shall extend to any anti-dumping duties which may be imposed on the Products as a result of such breach. Buyer reserves the right to instruct Supplier to mark the Products with patent markings, and Supplier shall timely comply with all such instructions.

17.6 Supplier agrees to comply with the United States Generally Accepted Accounting Principles, and if requested to by Buyer, Supplier will comply with and assist Buyer as reasonably necessary in its compliance with the requirements of the Sarbanes - Oxley statute and related regulations.

17.7 To the extent applicable, Buyer and Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Supplier shall include this Paragraph 17.7 in each lower-tier subcontract it issues.

17.8 Supplier shall also comply with any applicable Consumer Privacy or Data Protection Laws, including, but not limited to, the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), and as it may be further amended, along with any other applicable state or federal Consumer Privacy or Data Protection Laws. In this connection, the Supplier agrees to indemnify, defend and hold Buyer harmless from and against any liability arising from a breach of the same and agrees to defend at its expense any action brought against Buyer.

#### **GOVERNMENT SALES**

18. If Products are for resale to the Federal Government, Supplier grants to the Comptroller General of the United States the right to audit its books and records and all contractual flow down clauses are incorporated herein.

## **INJUNCTION**

19. If Supplier breaches any material provision, Buyer shall be entitled to an immediate injunction and specific performance to prevent any further breach. In addition, Buyer may, without prejudice for any other lawful remedy, immediately cancel all or any part of any Purchase Order without notice or penalty to Buyer.

## **BUYER INFORMATION RESTRICTION**

20. All supplies manufactured by the Supplier in accordance with the Buyer's drawings, or in the manufacture of which the Buyer's tools, dies, patterns, jigs or special tooling are used, shall not be sold by the Supplier to anyone other than Buyer.

## **LIENS**

21. Supplier waives its right to any mechanic's or other lien for work done or material furnished hereunder, and agrees that no such lien will be asserted. Supplier will obtain for Buyer, before final payment, similar waivers or releases of lien rights from everyone supplying labor and or material for Supplier. Supplier shall hold Buyer harmless from and promptly satisfy any and all such liens and claims.

## **HEALTH AND SAFETY**

22. The Supplier is under a duty to ensure that the supplies do not present a health and safety risk when being properly used and agrees to indemnify and hold harmless Buyer in respect of all claims arising in connection with the breach of this duty. In order to facilitate safe handling and use all packaging containing supplies must be clearly labeled to identify the contents and any hazards they present and supplies must be similarly marked and accompanied by sufficient literature and information to enable their safe handling, use and disposal.

## **INSURANCE**

23. Supplier shall, at all times during its performance hereunder, carry adequate insurance, including: workman's compensation and employer's liability (and any other coverage required by law); comprehensive general liability including contractual and products liability; and automotive liability. Special insurance requirements, if any, may be specified elsewhere in this Purchase Order.

## **ACCESS TO PERTINENT INFORMATION**

24. If requested by Buyer, Supplier agrees to give Buyer or its authorized representative access to all pertinent documents, a complete supply chain map (to include but not limited to a bill of material for all Products, a list of the names and addresses of Supplier's tier 1 and sub-tier suppliers (collectively "Sub-tier Suppliers"), and what bill of material inputs/components/raw materials the Sub-tier Suppliers' supply), data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.

## **FINANCIAL STATEMENTS**

25. Supplier must make any of its certifiable financial statements available to Buyer upon request of Buyer.

## **CYBERSECURITY**

26.1 "Buyer Data" means any data or information and associated records, in any form or medium, (i) of Buyer, its affiliates or their respective suppliers, customers, or other business partners that is provided to or obtained by Supplier in connection with this Purchase Order, (ii) that is created, generated, collected,



processed, maintained, stored, archived, or received in connection with this Purchase Order, or (iii) that is derived or compiled from the foregoing.

26.2 Supplier agrees not to divulge Buyer Data to anyone (other than its personnel who have a need to know such Buyer Data in order for Supplier to perform its obligations hereunder and who are bound by confidentiality obligations no less stringent than those set forth herein), nor use Buyer Data for its own benefit or for any purpose other than performing its obligations under this Purchase Order.

26.3 Supplier shall maintain and comply with a comprehensive cybersecurity and privacy program, which shall include reasonable, appropriate, and adequate technical, organizational, physical, administrative and security measures and safeguards and that prevent the unauthorized destruction, loss, use, disclosure, access or alteration of Buyer Data and the cybersecurity of the Products.

26.4 Supplier is responsible for monitoring cyber intelligence feeds customary in the industry using qualified and experienced personnel with appropriate expertise in cybersecurity for threats or vulnerabilities that may impact the cybersecurity of the Products.

26.5 In the event Supplier becomes aware of any actual or reasonably suspected unauthorized (i) access, control or use of, or loss of access to any Buyer Data ("Security Incident"), or (ii) access, control or use of, loss of access to or other interference with the Products (or any vehicle or any an electronic component or product in which the Products are embedded) ("Cybersecurity Incident"), Supplier shall notify Buyer without undue delay upon discovering the Security Incident or the Cybersecurity Incident and in no case later than forty-eight (48) hours after Supplier becomes aware of such Security or Cybersecurity Incident.

26.6 Supplier acknowledges and agrees that Buyer may disclose information (including confidential information of Supplier) that constitutes, in Buyer reasonable discretion, cybersecurity threat or vulnerability intelligence information, having the potential to impact the cybersecurity of the industry.

## **ENVIRONMENTAL**

27. The Supplier agrees to conform to Atmus' Health, Safety and Environment ("HSE") Policy and to the procedural requirements associated with the Atmus' HSE Management System. The Supplier shall ensure it has an understanding of its obligations under the Atmus' HSE Management System and assumes responsibility for the consequences of departing from specified procedures.

## **ATMUS POLICIES**

28.1. Supplier shall acknowledge and comply with the Atmus' Supplier Code of Conduct ("SCoC"), Atmus' Supplier Handbook and all referenced policies and procedures as presented on Atmus' Supplier portal.

28.2 The Supplier hereby warrants and represents that it has printed each one of them, read them and accepted them in full.

28.3 The provisions of the SCoC are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates and are incorporated by reference herein. Buyer expects Supplier to hold their supply chain, including subcontractors and third-party labor agencies, to the same standards contained in the SCoC. The SCoC does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party.

28.4 Supplier is hereby advised that it may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the SCoC. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.

28.5 Buyer reserves the right to update, alter, or change the requirements of its SCoC, and Supplier shall accept such changes and act accordingly.