

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

1. GENERAL

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; “Supplies” designates raw materials, components, intermediate assemblies, equipment and other supplies including indirect materials, technical data, drawings, or services to be furnished by Supplier to Buyer for this PO.

1.2 This PO shall be construed as an offer to purchase the Supplies on the terms contained herein. 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.

1.3 Unless expressly set forth below, Buyer is not subject to a minimum term of supply or a minimum volume expressed in any quotation or any other document sent or previously exchanged between Buyer and Supplier.

2. CONTROLLING TERMS

2.1 This PO is expressly limited to the terms and Specifications contained herein. This PO is an offer to purchase the Supplies set forth herein and any preceding offer or quotation of Supplier for alternative or modified terms and Specifications is (a) rejected and (b) expressly made conditional on Supplier’s acceptance of the Specification and terms hereof. Supplier accepts the Specifications and terms by acknowledging or confirming this order, or commencing work on or shipping Supplies covered by this PO.

2.2 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.

2.3 The purchase of goods and services 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.

3. PRICES AND INVOICING

3.1 Prices shown on the face of this PO may not be increased without written authorization by Buyer’s Purchasing Department.

3.2 Unless authorized by Buyer, Supplier agrees to issue no more than one invoice to cover all shipments made on any day.

3.3 Payment terms are Net 90 unless otherwise noted on the face of the PO or such number of days as prescribed under the prevailing statutes as applicable.

4. DELIVERY

4.1 Deliveries are to be made in quantities and at times specified on the face hereof or, if not so specified, then as set forth on delivery schedules furnished by Buyer. 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. Delivery shall be made FOB Buyer location that is delivered to Buyer point of use, freight pre-paid, unless otherwise stipulated on the face of the Purchase Order. 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 as Buyer may request.

5. QUALITY OF SUPPLIES

5.1 Supplier warrants that all Supplies will conform to the Specifications and/or samples furnished in connection with this PO and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Supplier's warranties shall survive Buyer acceptance of, inspection of, and payment for the Supplies. Where the Supplies include services, the Supplier warrants that the services will be provided in a timely, diligent, efficient and skillful manner.

5.2 Supplier shall notify Buyer immediately prior to the acceptance of this PO if Supplier cannot satisfy the Specifications, terms or the delivery schedule of this PO.

6. DISPOSITION OF REJECTED MATERIAL

With respect to any Supplies not in conformity with the requirements of this PO, Buyer shall have the right, at its option, to reject such Supplies and require Supplier to repair, replace or re-perform such Supplies immediately after notification. If such notification is not in writing, it shall be confirmed in writing.

7. PACKING, SHIPPING, AND STORAGE

Supplier shall, at his expense, package and preserve the Supplies in such a manner that they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and six months' storage under normal environmental conditions without detrimental effects on the Supplies.

8. CANCELLATION

8.1 Buyer may cancel this PO or any part thereof upon 30 days advance written notice to Supplier. In this case, Buyer shall pay to Supplier of the cost of work in process and material commitments made within the time specified on the face hereof.

8.2 Notwithstanding the foregoing, Buyer may cancel this PO without liability or cancellation charges in the event of any causes beyond its control, such as, but not limited to, flood, drought, fire, war, riot, acts of terrorism, acts of God or acts or demands of any governmental authority.

9. CHANGES

Buyer may, by written instructions or verbal instructions confirmed in writing to Supplier, request changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) Specifications; (ii) method of shipment or packing, (iii) time and/or place of delivery; and (iv) the quantity of items ordered. Supplier shall notify Buyer within fourteen days of notification of such changes of any proposed differences in price, quality or delivery. Such proposed changes shall be subject to approval by Buyer.

10. INTELLECTUAL PROPERTY

10.1 Supplier warrants that the Supplies specified herein (and their sale or use, alone or as a significant element of a combination) will not infringe any United States or foreign patents, copyrights, trade names, trade secrets or other intellectual property; and agrees to indemnify and hold harmless Buyer and anyone selling or using any of Buyer's products against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Supplier shall, upon request of Buyer and at Supplier's own expense, defend or assist if the defense of any action which may be brought against Buyer or those selling or using any of Buyer's products by reason of any such alleged infringement.

10.2 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.

11. DESIGN AND INFORMATION

It is understood that any article made according to a design specified by Buyer (not previously a standard commercial design of Supplier) will not be furnished by Supplier to any other person, firm, or corporation. It is recognized that Supplier will have access to certain confidential information of Buyer and, therefore, Supplier agrees not to divulge to anyone the confidential information of Buyer, nor use for its own benefit, any such information including drawings or other documentary information of a confidential nature. Supplier will use the same standard of care to protect confidential information of Buyer as Supplier uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.

12. REMEDIES

The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity. Nowaiver of a breach of any provision of this PO shall constitute a waiver of any other breach, or of such provision on the future occasion.

13. INDEMNITY, INSURANCE

Supplier agrees to indemnify and protect Buyer against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the Supplies or performance of this PO by Supplier, its servants, employees, agents or representatives. Supplier further agrees to maintain the following levels of insurance and to furnish to Buyer Risk Management Department certificates of insurance for General/Product Liability insurance (\$1,000,000), Property Damage Insurance (\$5,000,000) and Worker Compensation Insurance (as required by statute). Said certificates must set forth the amount of coverage, number of policy, and date of expiration, unless waived in writing. Supplier also agrees to furnish Buyer certificates from appropriate governmental agencies and insurance companies, upon request by Buyer, showing that Supplier has adequate Worker's Compensation coverage. If Supplies involve accounting, legal, medical or other professional services, Supplier must also provide: Professional Liability Insurance (\$1,000,000 per occurrence). If Supplies involve transporting Buyer assets via motor vehicle, the Supplier must also provide: Motor Truck Cargo Insurance (\$300,000 Single Limit). If Supplies involve performing environmentally related activities such as (but not limited to) waste disposal and environmental cleanup upon Buyer property, the Supplier must also provide: Environmental Impairment Liability Insurance (\$5,000,000 Single Limit). In no event shall Buyer be liable for any indirect, consequential, economic or financial losses or incidental damages, except for reasonably foreseeable damages directly and proximately caused by Buyer.

14. ADVERTISING OR USE OF ATMUS TRADEMARKS

Supplier shall not use or permit the use of any trademark of Atmus in description of or in the marketing of products produced by Supplier, or in any manner advertise or publish the fact that Supplier has contracted to furnish Supplies pursuant to this PO or any PO with the Buyer.

15. SUPPLIER'S INSOLVENCY

If 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, administrative receiver, liquidator or similar is appointed or applied for, if Supplier makes an assignment for the benefit of creditors, or if Buyer reasonably believes Supplier may be unable to complete this PO, Buyer may demand adequate written assurance of performance or, at its option, terminate this PO, in whole or in part, without liability except for Supplies previously delivered to and accepted by Buyer. If Supplier fails to provide written assurance of performance, Buyer may terminate this agreement.

16. COMPLIANCE WITH LAWS

The Supplier agrees to comply with all applicable governmental laws, regulations and rules applicable

to Supplies furnished under this PO including without limitation the US Foreign Corrupt Practices Act, the U.K. Anti-terrorism, or any similar anti-corruption legislation and all US Export Regulations (and any national, EU or United Nations embargoes or restrictions). 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 further 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.

17. MISCELLANEOUS

17.1 Force Majeure. Neither party shall be liable to the other for failure to perform its obligation under this PO when performance is prevented by 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.

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

17.3 If requested by Buyer, Supplier agrees to give Buyer or its authorized representatives access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.

17.4 Notice. Any such notice to the Supplier shall be to the address shown on the face of the PO.

17.5 Supplier agrees to comply with the Korea Corporate Accounting Standards, and if requested to by Buyer, Supplier will comply with and assist Buyer as reasonably necessary in its compliance with the relevant laws and regulations.

18. ENVIRONMENTAL

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.

19. ADMINISTRATIVE

19.1 Original packing slip must accompany material. PO number, department number, and receiving location code must appear on all invoices, shipping notices, bills of lading, express receipts, packing and packing slips.

19.2 All invoices covering material listed below must refer to this PO number, including the suffix. Only one PO number is to be referenced on the invoice.

19.3 Material shipped from other than Supplier's stock must plainly show Buyer PO number and Supplier's name on packing slips and shipping tags.

19.5 This PO is deemed closed upon receipt of the Supplies described herein or one (1) calendar year from the date placed, whichever occurs first, unless otherwise stipulated on the face of this order. The foregoing notwithstanding, those terms which by their nature are intended to survive the delivery of the Supplies under the PO shall survive.

20. CYBERSECURITY:

20.1. "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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

21. ATMUS POLICIES:

21.1 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.

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

21.3 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.

21.4 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.

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