



Beko US Inc.
Terms & Conditions of Purchase

1. **Acceptance.** These Terms and Conditions of Purchase and all documents referenced herein (collectively, the “Order”) is an offer by Beko US Inc. (“Beko”) to purchase the goods (“Goods”) and/or services (“Services” and together with the Goods, the “Deliverables”) described in Beko’s purchase order from the person or entity to whom the purchase order is addressed (“Supplier”). Acceptance is limited to the terms of the Order. The Order is the only terms and conditions which govern the purchase of Deliverables by Beko and supersede all prior and contemporaneous terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. Any proposal for additional or different terms or any attempt by Supplier to vary in any degree any of the provisions of the Order is hereby deemed material and objected to and rejected. No terms of any document or form submitted by Supplier shall be effective to alter or add to the provisions contained in the Order. Supplier’s acknowledgment of the Order, shipment of Goods or commencement of any Services shall constitute acceptance by Supplier of the Order.
2. **Changes.** Beko may, prior to shipment of the Goods and/or commencement of Services covered by an Order, cancel or make changes to the Order. If any such changes result in an increase or decrease in the cost or the time required for performance, an equitable adjustment may be made by Beko or Beko may, at its option, terminate an Order if agreement on an adjustment cannot be reached. Claims for adjustment must be asserted by Supplier within 10 days of the change order. Supplier agrees to accept any such changes. No change to any Order is binding upon Beko unless it is in a signed writing, and specifically states that it amends such Order.
3. **Price.** The prices are as stated on the Order and are fixed, firm and not subject to increase. If no price is set forth on the Order the price shall be the lower of the last price quoted, the last price paid, or the prevailing market price. Unless otherwise expressly agreed by Beko in writing, the price includes all taxes (sales, use, excise, privilege, ad valorem, and other taxes, duties, tariffs and assessments now or hereafter imposed or levied) and charges for packing, hauling, storage and transportation to Beko’s designated point of delivery.
4. **Delivery.** Time is of the essence. Unless otherwise stated on the Order, all shipments are FOB Beko’s designated facility (Incoterms 2020) and title and risk of loss/damage shall pass to Beko at such time and place. Supplier shall deliver Deliverables in the quantities and on the date(s) specified in the Order. If delivery is late or delayed, Beko reserves the right to cancel the Order/reject the Deliverables, procure the same elsewhere and hold the Supplier accountable for all costs, losses, damages and expenses incurred by Beko. Beko shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at Beko’s option, be returned to Supplier, or held for disposition, at Supplier’s expense and risk.
5. **Payment Terms.** Unless otherwise agreed in the Order, Supplier shall only issue an invoice to Beko after the completion or delivery of the Deliverables, and such invoice shall include invoice number, date, itemized amount owed (including separate lines for taxes and other charges). Unless a different payment term is set forth in the Order, Beko shall pay all properly invoiced, undisputed amounts due to Supplier within 60 days after Beko’s receipt of such invoice. Beko has the right to withhold disputed amounts. Without prejudice to any other right or remedy it may have, Beko reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Beko to Supplier.
6. **Inspection & Rejection.** The Deliverables are subject, at Beko’s discretion, to inspection and testing by Beko before or after delivery. Beko’s inspection, receipt and payment for Deliverables shall not be deemed acceptance thereof. At its sole discretion, Beko may retain or reject non-conforming Deliverables. In the case of rejected Deliverables, Beko may, at Supplier’s risk and expense, ship the Goods to Supplier and Supplier shall accept their return and, at Beko’s option, Supplier shall (i) refund the purchase price (or

if the price has not been paid issue a credit for the purchase price) of the Deliverables or (ii) promptly provide replacement conforming Deliverables. In the case Beko elects to retain non-conforming Deliverables, Supplier shall issue a partial refund or credit of the purchase price to Beko, as determined by good faith negotiations between the parties. Whether non-conforming Deliverables are retained or rejected, Supplier shall, promptly following Beko's demand, reimburse Beko for all costs, losses, damages, and expenses incurred by Beko with respect to such Deliverables. Any right exercised by Beko hereunder shall not be in limitation of any rights which Beko may have under the Order or under applicable law.

7. Warranties. Supplier warrants that all Deliverables are and will be (a) in full conformity with specifications, drawings, samples, quantities, delivery schedules, and descriptions furnished or specified by Beko; (b) free from defects in material, workmanship and design, (c) merchantable and fit and sufficient for the purposes intended; (d) free and clear of all liens, Claims, security interests or other encumbrances; (e) free of claims of infringement or misappropriation of any third party's intellectual property rights; and (f) produced or provided in compliance all applicable foreign, federal, provincial, state, and local laws and regulations as well as requirements and standards applicable to the Deliverables including without limitation Prop. 65 ("Laws"). All warranties shall survive inspection, testing, delivery, acceptance, termination and payment and failure to inspect, test or discover any defect or other nonconformance. These warranties shall be in addition to all other warranties, express, implied or statutory. NO ATTEMPT BY SUPPLIER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SUPPLIER'S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.

8. Indemnification. To the fullest extent permitted by law, Supplier indemnifies, defends and holds Beko, its affiliates, and their respective, officers, directors, employees, customers, distributors, resellers, agents and representatives ("Indemnified Parties") harmless from any and all losses, damages, fines, penalties, claims, demands, lawsuits, settlements, and expenses (including reasonable legal fees and costs of enforcing indemnification hereunder) ("Losses") arising from or related to (a) any alleged or actual defect or non-conformity in the Deliverables; (b) any actual or alleged negligent act or omission, or willful misconduct by Supplier; (c) any Recall; (d) any violation of Laws by Supplier; and (e) Supplier's breach of the Order, including its warranties. In no event shall Supplier be required to indemnify Beko for any Losses caused solely by the negligence of Beko.

9. Infringement. Supplier shall protect and indemnify the Indemnified Parties from and against any loss, cost, damage, or expense arising from infringement or alleged infringement of any patent of the United States or foreign letters patent by any of the Goods, and Supplier shall defend or settle at its own expense any suit, action, or proceeding brought against Beko for such infringement. Furthermore, if Beko should be enjoined in such suit or proceeding from using any of the Goods, Supplier, at its option, shall promptly either (a) secure termination of the injunction and obtain for Beko the right to use such Goods without any obligation or liability; (b) replace such Goods with non-infringing goods, all at Supplier's expense and to Beko's satisfaction; or (c) remove such Goods at Supplier's expense and refund to Beko the amount paid.

10. Recall. If Beko determines, in its sole discretion, that any defect, nonconformance or deficiency in any of the Deliverables requires a field campaign, recall, similar or other action ("Recall") to repair, replace or remediate any Deliverables or any of Beko's products in which Deliverables are incorporated, Supplier shall be liable to Beko and its customers for all damages, costs and expenses with regard to the foregoing including, without limitation, attorneys' fees and court costs.

11. Insurance. Supplier will, at its own cost, maintain the following insurance: commercial general liability insurance covering Supplier's performance with combined single limits of at least \$2,000,000 per occurrence and in the aggregate; worker's compensation coverage as and in amounts required by applicable law, and automobile liability coverage with a combined single limit of \$1,000,000 from carriers that have AM Best ratings of at least A-VII (or the equivalent). Supplier will ensure Beko is named as an additional

insured and, where permitted by law, that Supplier's carrier waives rights of subrogation against Beko. Supplier will provide evidence of coverage through Certificates of Insurance upon request.

12. Safety. If any of Supplier's employees, agents, or representatives ("Supplier Personnel") enter upon Beko's premises Supplier shall ensure that such Supplier Personnel abide by and follow all applicable laws and all health, safety, and other rules and regulations established by Beko. Supplier shall be fully responsible for the conduct of Supplier Personnel while on Beko's premises. Supplier shall fully indemnify and hold harmless the Indemnified Parties from all Claims resulting from or arising out of any bodily injury or death to any of Supplier Personnel sustained upon Beko premises.

13. Property. Title to and right of immediate possession of any property, including, without limitation, patterns, tools, jigs, dies, equipment and materials ("Beko's Property") furnished or paid for by Beko shall be and remain the sole property of Beko. No articles made therefrom shall be furnished by Supplier to any other person or entity without Beko's prior written consent. Supplier shall be responsible for maintaining adequate records and maintenance and protection of Beko's Property and shall return Beko's Property to Beko immediately upon demand. Supplier waives any lien rights or other rights to retain Beko's Property and acknowledges that its obligation to return Beko's Property upon demand is unconditional.

14. Confidentiality. All data or information obtained by Supplier from Beko, whether obtained verbally, in writing or otherwise shall be and shall remain the property of Beko. Supplier shall not disclose said information to any third party, shall use said information solely for the purpose of performing this Order and shall make said information available only to such of its personnel as have a need to know said information for said purpose. Supplier shall not disclose or refer to any part of the Order in any external communication or in any publication without the prior written consent of Beko.

15. Choice of Law, Venue. The Order and all disputes arising out of or relating in any way to performance under the Order will be governed by the laws of Illinois, excluding always the United Nations Convention of Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. Either Party may bring suit in the courts (federal, national, state, provincial or local) having jurisdiction over the subject matter of the dispute that are located in Chicago, Illinois. Each Party consents and agrees to the jurisdiction and venue of such courts and agrees that all disputes arising out of or relating in any way to performance under the Order shall be resolved exclusively in such courts and those courts having appellate level review over the decisions and rulings of such courts.

16. Remedies. The remedies reserved herein by Beko are cumulative and are in addition to any other or further remedies provided in law or equity. No waiver of any breach by Beko or any delay by Beko in the enforcement of any Order shall constitute a waiver of any other prior, concurrent or subsequent breach of the same or any other provision of the Order.

17. Termination. Beko may terminate any Order, in whole or in part, without liability to Beko at any time, if (i) Supplier breaches the Order or fails to deliver the Goods or to perform the Services by the specified time; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Supplier; (iii) Supplier is insolvent or executes an assignment for the benefit of creditors; (iv) a receiver is appointed for Supplier or any substantial part of its assets; (v) Beko is insecure with respect to Supplier's ability to perform and Supplier is unable to provide Beko with adequate assurance of its ability to perform within five days after Beko's request therefore; or (vi) Beko provides no less than seven (7) days' written notice to Supplier. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination. Upon receipt of notice of any termination, Supplier shall, unless the notice directs otherwise, immediately discontinue all work.

18. Force Majeure. In the event of Supplier's delay or failure to perform due to a cause beyond Seller's reasonable control, including acts of God, government action, floods, epidemics, war, or riot, but excluding strikes or other labor disturbances or disputes involving Seller, the date for Seller's performance shall be extended for a period equal to the time lost by reason of such occurrence; provided, however, that Seller



shall take reasonable measures to mitigate and minimize the effect of such event and to continue with performance of its obligations, and Beko may, at its option, cancel the Order with no resulting cost or liability to Beko.

19. Miscellaneous. All waivers by Beko shall be in writing. No delay or omission in the exercise of any right, power, or remedy of Beko hereunder shall impair such right, power, or remedy or be a waiver of any default or acquiescence therein. Seller may not assign any of the amounts due or to become due and may not assign or subcontract any of the work to be performed under the Order without the prior written consent of Beko. In case any one or more provisions contained in an Order shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The section headings contained herein are not part of the Order and are included solely for the convenience of the parties. If any term or provision of the Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order. Nothing in the Order and no action taken by the parties under the will constitute a partnership, joint venture or agency relationship between the parties.