GIBB CONCEPTS RESEARCH
SUPPLIER TERMS & CONDITIONS

Effective Date:

The following **Supplier Terms & Conditions** ("Terms") apply to all purchase orders issued by Gibb Concepts Research LLC, a Washington limited liability company ("GCR"). GCR's offer and acceptance of Supplier's performance are expressly limited to the applicable accepted GCR purchase order and by accepting a GCR purchase order, beginning work, purchasing material, or shipping product, the supplier ("Supplier") agrees to the applicable accepted purchase order and these Terms. GCR expressly rejects any additional or different terms contained in Supplier quotations, acknowledgments, invoices, websites, or other documents unless specifically accepted in writing by an authorized GCR representative.

1. Purchase Order Requirements & Changes. Supplier shall perform all work in accordance with the applicable GCR purchase order, drawings, CAD data, specifications, revision levels, and other referenced requirements. Changes to price, quantity, design, material, manufacturing process, manufacturing location, subcontractor, delivery schedule, or other PO requirements require GCR's written approval before implementation. If Supplier identifies conflicting, incomplete, or unclear requirements, Supplier shall obtain clarification from GCR before proceeding with the affected work. Supplier shall not resolve a discrepancy by assumption when it could affect product fit, form, function, quality, safety, cost, delivery, appearance, traceability, or customer requirements.

2. Product Conformity & Inspection. Supplier is responsible for ensuring that all products and services conform to PO requirements before delivery. Supplier shall maintain inspection and quality controls appropriate to the product, process, tolerance, and intended application. GCR may inspect or verify products at any reasonable stage. GCR inspection, source inspection, approval, payment, or receipt of product does not relieve Supplier of responsibility for conformity or waive GCR's rights regarding subsequently discovered nonconformity.

3. Conformity, Escapes & Disposition. Supplier shalll use controls appropriate to its work to keep discrepant material from being incorporated into or delivered as acceptable product. A condition that does not meet the PO, drawing, specification, approved process, or other applicable requirement may not be shipped as acceptable product unless GCR has authorized the condition in writing. Supplier must obtain GCR authorization before treating a discrepant condition as acceptable through repair, deviation, substitution, or use-as-is disposition. If Supplier learns that previously delivered product may not meet an applicable requirement, Supplier will inform GCR within 24 hours after discovery. The notice should identify, to the extent known, the affected parts or services, quantities, lots or shipments, the condition discovered, and any immediate containment taken. GCR may request additional investigation, containment, root-cause information, or corrective action based on the severity and potential impact of the issue.

4. Supplier Responsibility & Remedies. Supplier is responsible for reasonable costs resulting directly from Supplier's failure to meet PO requirements. Such costs may include replacement material or parts, sorting, additional inspection, rework, repair, scrap, return freight, expedited freight, outside inspection or testing, containment, and documented customer charges attributable to Supplier's failure.
Where schedule or customer requirements make immediate action reasonably necessary, GCR may perform or arrange sorting, inspection, rework, replacement, or other containment before Supplier responds. GCR will provide reasonable supporting information for significant charges. Supplier liability shall not be limited by terms contained in Supplier's quotation, acknowledgment, invoice, or other document unless GCR expressly accepts that limitation in writing. The remedies stated in these Terms are cumulative and do not exclude other remedies available under the PO or applicable law.

5. Schedule, Shipment & Transit Responsibility. Supplier shall plan its work to meet the quantities and delivery dates shown on the PO. If circumstances arise that may affect an agreed delivery date, Supplier will inform GCR as soon as reasonably possible and provide the expected impact, revised completion date, and available recovery options. When a delay results from Supplier's performance, Supplier will work reasonably with GCR to recover the schedule. GCR shall not be responsible for Supplier expedite charges incurred solely to recover a Supplier-caused delay. Products must be packed and protected in a manner suitable for the material, finish, transportation method, and expected handling conditions. Unless the PO states otherwise, Supplier remains responsible for loss or damage until the shipment reaches the destination identified by GCR.

6. Changes to Approved Manufacturing Basis. Supplier shall not knowingly introduce a change that could materially affect the delivered product without first informing GCR. Examples include changes to material, material source, manufacturing method, special processing, production equipment where significant to the result, manufacturing location, inspection approach, tooling, or outside processing. When the PO, drawing, specification, or other GCR instruction identifies a particular source, material, facility, process, or method as required, Supplier must receive written authorization before departing from that requirement. The purpose of this requirement is to ensure that GCR has visibility to changes that may affect conformity, repeatability, traceability, customer requirements, or product performance.

7. Outside Processing & Sub-Tier Work. Supplier may use outside resources as appropriate unless the PO limits or prohibits subcontracting. Supplier remains accountable to GCR for the completed work regardless of where individual manufacturing or processing operations are performed. Supplier is responsible for giving its outside processors and sub-tier sources the information necessary to satisfy the applicable technical, quality, confidentiality, security, documentation, and traceability requirements of the GCR order. GCR approval shall be required before transferring a substantial portion of the work when the Supplier was selected because of a specific facility, capability, approval, location, or qualification identified as important to the order.

8. Certifications, Traceability & Records. When required by the PO, Supplier shall provide applicable documentation including material or mill certifications, Certificates of Conformance, inspection reports, process certifications, test reports, or lot, heat, batch, and serial traceability. Required records shall be accurate, legible, and traceable to the applicable product. Supplier shall not knowingly falsify, alter, recreate, or misrepresent certifications, inspection results, test data, material identity, origin information, or traceability records. Unless otherwise stated on the PO or required by law, Supplier shall retain required manufacturing and quality records for five (5) years following final delivery.

9. Confidential Information & Customer Relationships. All non-public drawings, CAD files, specifications, technical information, pricing, quotations, customer identities, supplier information, prototypes, photographs, inspection information, schedules, business information, and other information received through GCR shall be treated as confidential. Supplier shall use Confidential Information only as necessary to perform authorized GCR work and shall limit access to persons who reasonably need the information. Supplier shall not disclose, publish, advertise, photograph, display, post, or otherwise use GCR or customer Confidential Information for marketing, portfolios, social media, case studies, trade shows, or other purposes without GCR's written authorization. Supplier shall not use Confidential Information or a customer relationship learned solely through GCR for the purpose of intentionally bypassing, diverting, or interfering with GCR's existing commercial relationship with that customer. This restriction does not prevent Supplier from continuing a customer relationship that Supplier can demonstrate existed independently before introduction through GCR, nor does it prohibit activity that applicable law does not permit GCR to restrict. Commercial discussions involving customers introduced through GCR shall be coordinated through GCR unless GCR authorizes otherwise.

10. Data Security, AI & Restricted Information. Supplier shall maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of GCR and customer information. Supplier shall not upload GCR or customer drawings, CAD files, technical data, photographs, pricing, customer information, or other Confidential Information into public, shared, consumer, or externally trained artificial-intelligence systems without GCR's prior written authorization. Supplier shall notify GCR promptly, and no later than 24 hours after discovery, of a known or reasonably suspected unauthorized disclosure or security incident involving GCR or customer information. Where a PO identifies information as export-controlled, government-controlled, customer-restricted, or subject to specific cybersecurity or handling requirements, Supplier shall comply with the stated requirements and applicable law. Supplier shall notify GCR before accepting or accessing restricted information if Supplier cannot comply with the applicable requirements.

11. GCR & Customer Property. Material, tooling, fixtures, gauges, samples, drawings, digital files, equipment, or other property furnished or paid for by GCR or its customer shall be protected from loss, damage, unauthorized modification, disposal, or unauthorized use. Supplier shall promptly notify GCR of loss, damage, or scrapping of GCR/customer-owned property. Supplier shall not dispose of such property without GCR's approval. Unless otherwise agreed in writing, tooling or fixtures specifically paid for by GCR or its customer for a GCR project are the property of GCR or the applicable customer.

12. Intellectual Property & Project Work Product. Each party retains ownership of intellectual property, manufacturing knowledge, processes, and technology it developed independently of the applicable GCR order. Supplier does not obtain ownership of GCR or customer drawings, CAD files, designs, specifications, technical information, or other intellectual property merely by receiving or using that information. Unless otherwise agreed in writing, custom designs, CAD data, inspection fixtures, tooling designs, programs, or other project-specific work product specifically paid for by GCR shall be owned by GCR or the applicable customer upon payment. Supplier retains ownership of its preexisting manufacturing know-how, general processes, methods, and technology incorporated into the work. Supplier shall not manufacture GCR or customer proprietary designs for another party without authorization from the applicable owner.

13. Third-Party Claims & Indemnification. To the extent permitted by law, Supplier shall defend, indemnify, and hold harmless GCR and its officers, employees, and agents from third-party claims, damages, liabilities, and reasonable legal costs to the extent caused by: (a) Supplier's negligence or willful misconduct; (b) Supplier's material breach of these Terms; (c) bodily injury or property damage caused by Supplier or Supplier's products; (d) Supplier's violation of applicable law; (e) Supplier's breach of confidentiality or data-security obligations; or (d) infringement of third-party intellectual-property rights arising from designs or products developed by Supplier. Supplier's responsibility shall be reduced to the extent a claim was caused by GCR's negligence, misconduct, or breach.

14. **Insurance** Supplier shall maintain insurance reasonably appropriate to the nature and risk of its operations and the products or services supplied to GCR. If specific insurance coverage, limits, or certificates are necessary for a particular project, those requirements may be stated separately on the PO.

15. **Default, Termination & Replacement Supply.** GCR may cancel all or part of a PO for material breach, including significant or repeated quality failures, failure to meet delivery requirements, failure to provide reasonable assurance of performance, confidentiality or security violations, unauthorized changes or subcontracting, insolvency, or other material failure to comply with the PO. Where reasonably practical and the breach is capable of cure, GCR may provide Supplier an opportunity to correct the breach. GCR may take immediate action where delay could reasonably create significant customer, product, security, legal, or schedule risk. Following Supplier default, GCR may obtain replacement products or services from another source and may recover reasonable additional costs attributable to Supplier's breach to the extent permitted by law.

16. **Force Majeure.** Neither party shall be responsible for delay caused solely by events beyond its reasonable control that could not reasonably have been prevented or mitigated. The affected party shall promptly notify the other party, describe the anticipated impact, and make reasonable efforts to mitigate the disruption and resume performance. A force-majeure event does not excuse confidentiality, data-security, property-protection, or other obligations that are capable of continuing during the disruption. Ordinary capacity constraints, foreseeable equipment problems, or Supplier/sub-tier delays do not automatically constitute force majeure merely because performance becomes more difficult or expensive.

17. **Verification Access.** When a significant quality concern, customer requirement, or regulatory obligation makes verification reasonably necessary, GCR may request access to records, product, relevant personnel, or portions of the Supplier's facility associated with the affected order. Any such access will be coordinated reasonably with Supplier and limited to information and activities relevant to the applicable GCR work. Access by a GCR customer or regulatory authority is required only when that obligation has been communicated through the PO or other applicable order documentation.

18. **Assignment.** Neither Party may assign or transfer any rights or obligations hereunder without the prior written consent of the other Party.

19. **Amendments.** No amendment, modification, supplement, or waiver of any provision of the purchase order or Terms shall be binding unless executed in writing by both Parties.

20. **Severability**. If any provision of the Terms is deemed to be invalid or unenforceable, the remaining provisions of the Terms shall be valid and binding and of like effect as though such provision were not included.

21. **Waiver**. A decision, failure or delay by GCR in exercising any right, power, remedy, or not to enforce a requirement in one instance does not prevent GCR from enforcing that requirement in another instance. Likewise, approval of a specific exception does not create approval for future occurrences. Any waiver must be in writing and signed by the waiving Party to be effective.

22. **Construction**. The Terms shall be construed without any presumption or rule requiring that it be construed against the Party causing the Terms or any part of it to be drafted.

23. **Survival**. Requirements that logically continue after an order ends, including confidentiality, information security, intellectual property, property protection, record retention, indemnification, and responsibility for earlier breaches continue after completion or termination.

24. **Governing Law; Venue.** Unless GCR and Supplier agree otherwise in writing, GCR purchase orders and these Terms shall be governed by and interpreted in accordance with the laws of the State of Washington without reference to its conflicts of laws rules or principles Any court proceeding relating to the order will, unless otherwise agreed, be brought in a court having jurisdiction in King County, Washington.