

Terms and Conditions of Purchase

By executing an order form, quote, or similar document (“Purchase Order”) subject to these Terms and Conditions of Purchase (these “Terms”), Elementum 3D, Inc., a Colorado corporation (“Elementum 3D”) and the seller listed in the attached Purchase Order (“Seller”) agree to be bound by the terms and conditions set forth below, effective as of the date appearing on the Purchase Order. Elementum 3D and Seller may be referred to herein collectively as the “Parties” or individually as a “Party.” For the avoidance of doubt, these Terms are void if the Parties have executed a different agreement than these Terms to govern the Purchase Order.

1. **AGREEMENT:** This Agreement forms the basis for a working relationship between Elementum 3D and Seller in which Elementum 3D may purchase, and Seller will sell certain materials and/or services (“Materials”) via Purchase Orders as set out herein. Seller agrees to deliver and sell the Materials that are listed in the applicable Purchase Order in accordance with these Terms and any Purchase Order hereunder. These Terms, together with the Purchase Order, constitutes the entire agreement between Elementum 3D and Seller in relation to the subject matter of these Terms and any Purchase Order hereunder. These Terms supersede all prior representations, proposals, discussions and communications, whether oral or in writing. Changes and modifications may be made to these Terms only by mutual written agreement between the Parties.
2. **PURCHASE ORDERS:** Execution of these Terms shall not constitute an order placement. Elementum 3D is not obligated to place any order under these Terms, but if Elementum 3D chooses to place an order it shall do so under a Purchase Order. Any material change in the details of Materials or a Purchase Order, or the assumptions upon which the Purchase Order is based, shall require written amendment to the Purchase Order.
3. **PAYMENT TERMS:** Seller shall set forth the fees for the Materials along with a detailed breakdown of all costs associated therewith in the relevant Purchase Order. Elementum 3D shall pay the undisputed fees as set out in the applicable Purchase Order. If no payment schedule is set forth in the applicable Purchase Order, then Elementum 3D’s payment shall be due within thirty (30) days of the receipt of Seller’s invoice.
4. **DELIVERY AND RISK OF LOSS:** Unless otherwise specified in the Purchase Order, all Materials delivered to Elementum 3D shall be FCA (Incoterms 2022) Seller’s plant, or such other location listed on the Purchase Order, following acceptance by Elementum 3D in accordance with Section 6. Title to the Materials and risk of loss for the Materials shall pass to Elementum 3D upon delivery of the Materials at the delivery point listed in the Purchase Order. Seller acknowledges and agrees that all delivery dates listed in the Purchase Order are of the essence, and Seller shall make best efforts to adhere to such delivery dates.
5. **REPRESENTATIONS AND WARRANTIES:** Unless otherwise agreed to by Seller in writing, Seller represents and warrants that as of the date that the Materials are delivered to Elementum 3D (“Delivery Date”) all Materials will be (a) designed and manufactured in accordance with the specifications set forth in the applicable Purchase Order, and (b) free from defects in materials and workmanship for a period of one (1) year from the Delivery Date (the “Warranty Period”); provided, however, that the foregoing warranty shall not cover, and Elementum 3D acknowledges that Seller has made no warranty with respect to any of the following: (i) parts, materials, assemblies, or other items provided directly or indirectly by Elementum 3D, if any, (ii) parts, materials, assemblies, or other items obtained directly or indirectly from the original equipment manufacturer or from any other source, if any, it being understood and agreed that Seller shall

pass to Elementum 3D any warranty made or given by such original equipment manufacturer, (iii) any design aspect of the Materials supplied by Elementum 3D, if any, and (iv) any damage to Materials caused by ordinary wear and tear, defective maintenance, or failure to comply with Seller's operating or safety instructions or manuals, (the "Limited Warranty"). In the event of Seller's breach of the Limited Warranty, Seller shall repair or replace, at Elementum 3D's election, the defective Materials, it being understood and agreed that to be covered by the Limited Warranty, Elementum 3D shall give notice to Seller of any defects prior to expiration of the Warranty Period. Seller shall repair or replace any defective Materials that are covered by the Limited Warranty as quickly as reasonably possible. Any repairs or replacement components provided under the Limited Warranty shall themselves be subject to the Limited Warranty for a period of six (6) months from the later of the date of replacement or completion of repairs or expiration of the Limited Warranty on the defective Materials.

6. **INSPECTION AND ACCEPTANCE:** Seller shall use and maintain a process that is reasonably acceptable to Elementum 3D, and that ensures that Seller inspects the Materials for conformity with the specifications in the applicable Purchase Order and these Terms. Seller shall maintain records of all inspections conducted for at least five (5) years after the Delivery Date. Elementum 3D shall have the right to examine such records to ensure that the Materials are provided in accordance with these Terms, and all applicable laws. Such audits shall be conducted during normal business hours. Seller shall obtain all subcontractors' consent to such audits as a prerequisite to the consent to the use of any by such subcontractors. Seller agrees to cooperate fully with Elementum 3D in connection with any such audit or inspection. All Materials are subject to Elementum 3D's final inspection within thirty (30) days after delivery to Elementum 3D. The criteria for acceptance of all Materials is listed the applicable Purchase Order. Upon Seller's receipt of notice of non-acceptance, Seller shall correct and re-deliver the non-conforming Materials within ten (10) days at its sole expense. Seller shall ensure that all non-conforming Materials are removed from Elementum 3D's facility at Seller's own expense.
7. **CONFIDENTIAL INFORMATION:** Seller shall keep confidential all designs, processes, drawings, specifications, reports, data, and other technical or proprietary data disclosed by Elementum 3D to Seller in connection with the Purchase Order ("Confidential Information"). Seller shall use such Confidential Information only in the performance of the Purchase Order. On Elementum 3D's written request, Seller shall promptly return to Elementum 3D all copies, whether in written, electronic, or other form or media, of the Confidential Information, or destroy all such copies. Notwithstanding the foregoing, Seller may retain copies of the Confidential Information pursuant to its document retention policy, provided it continues to comply with this Section 7 for so long as it retains any Confidential Information. Seller's obligations of non-disclosure with regard to Confidential Information will expire two (2) years from the date first disclosed to Seller; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of these Terms for as long as such Confidential Information remains subject to trade secret protection under applicable law.
8. **CERTIFICATES:** On the Delivery Date, Seller shall provide to Elementum 3D a signed certificate of conformance, indicating that the Materials (including those with components provided by a third party) conform to the requirements listed in the applicable Purchase Order and these Terms. If applicable, on the Delivery Date, Seller shall provide to Elementum 3D a signed certificate of

analysis that contains the results of the tests listed in the applicable Purchase Order. Seller shall ensure that all certificates of analysis include the particle size distribution and chemical composition of each material that is furnished with the delivery of each distinct lot of Material. When a certificate of conformance or a certificate of analysis that is supplied as part of the Purchase Order contains test data, Seller shall include information on the measurement uncertainty, including precision and accuracy, in the body of the certificate. If Seller provides calibration services, then Seller shall provide a certificate of calibration which includes calibration data as well as traceability to nationally or internationally recognized standardization bodies for the reference standards and/or calibrated tools used in the calibration performed.

- a. When applicable, all external test houses, processing vendors, etc, contracted by E3D, shall provide a test certificate, certificate of conformance, or relevant documentation, as proof of proper execution of the listed requirements in the subject Purchase Order and all details listed herein.
9. FAR FLOWDOWN CLAUSES: The following Federal Acquisition Regulation (“FAR”) clauses are incorporated in these Terms. Seller shall ensure that the same provisions are included in any of its subcontracts that impact the Purchase Order. Seller is solely responsible for flowing down all applicable FAR clauses as required by US law.
- a. FAR 52.222-21 Prohibition of Segregated Facilities
 - b. FAR 52.222-26 Equal Opportunity
 - c. FAR 52.222-36 Equal Opportunity for Workers with Disabilities
 - d. FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services
 - e. FAR 52.247-63 Preference for U.S.-Flag Air Carriers
 - f. FAR 52.225-13 Restrictions on Certain Foreign Purchases
 - g. FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
 - h. FAR 52.227-14 Rights In Data-General
 - i. FAR 52.204-21 Basic Safeguarding of Covered Contractor Systems
 - j. DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
 - k. DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
 - l. DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements
 - m. DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements
 - n. DFARS 252.204-7021 Cybersecurity Maturity Model Certification Requirements
10. DPAS Flow Down
- a. If applicable and communicated by the purchaser, seller shall accept or reject the governing DPAS rated order and continue all applicable flow down requirements as communicated by the purchaser.
 - i. This communication shall be included on the subject Purchase Order(s) and may be additionally communicated in quotes, emails, and phone calls, as reviewed and agreed upon by the purchaser and seller.
 - ii. Acceptance or rejection must be provided to the buyer, in writing within 15 working days after receipt for DO rated order, and within 10 working days for DX rated order.

11. INFORMATION FOR EXTERNAL PROVIDERS: By accepting the work outlined in the subject purchase order, the seller shall accommodate and abide by established requirements of AS9100D as communicated by E3D including but not limited to the following:
 - a. The need to:
 - i. Implement a Quality Management System
 - ii. Use Customer-designated or approved external providers, including process sources.
 - iii. Notify the purchaser of nonconforming processes, products or services and obtain approval, prior to shipment, the purchasers' disposition.
 - iv. Notify the organization of changes to processes, products or services, including changes of their external providers or location of manufacture, and obtain the purchasers' approval.
 - v. Flow down to external providers applicable requirements including customer/order specific requirements.
 - vi. Provide test specimens for design approval, inspection/verification, investigation or for auditing purposes.
 - b. Employee Awareness:
 - i. Suppliers & vendors are responsible for ensuring personnel are aware of their individual contribution to product or service conformity, product safety, and the importance of ethical behavior.
12. COUNTERFEIT PART PREVENTION: The Seller shall maintain counterfeit prevention compliant with the requirements of AS9100D, as reviewed and approved by an accredited 3rd party certification body.
 - a. If AS9100D certification is not available, then seller must adhere to Section 8 and 8a of these terms and conditions as appropriate for the subject purchase order.
13. LIMITATION OF LIABILITY: Except in the event of a Party's gross negligence or willful misconduct, breach of Sections 5 or 7, or the Parties' indemnification obligations, and in each case to the maximum extent permitted under applicable law, neither Party will be liable to the other Party for any incidental, consequential, indirect, special or exemplary damages (including lost profits, sales or other similar damages) arising in connection with these Terms without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, strict liability, equity or any other theory of law) on which such damages are based.
14. INDEMNIFICATION: Seller will indemnify, defend and hold harmless Elementum 3D from and against any and all costs, fees (including reasonable legal fees and expenses), damages, and liabilities resulting from any claim, suit, action or proceeding arising from or related to (a) Seller's breach of this Agreement or failure to comply with any applicable laws, (b) Seller's negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance of its obligations hereunder, and (c) the injury, illness or death of Elementum 3D's employees, or the damage to Elementum 3D's property that is in any way related to any activities performed in connection with or Product supplied by Seller under the applicable Purchase Order, whether or not such injury, illness, or death is claimed to have been caused by, resulted from, or was in any way connected with the negligence of Elementum 3D. Elementum 3D will indemnify, defend and hold harmless Seller from and against any and all costs, fees (including reasonable legal fees and expenses), damages, liabilities resulting from any claim, suit,

action or proceeding arising from or related to the injury, illness or death of the Seller's employees, that is in any way related to Elementum 3D's unauthorized activities performed in connection with Product supplied by Seller under the applicable Purchase Order.

15. **TERM AND TERMINATION:** Elementum 3D may terminate the Purchase Order for convenience upon thirty (30) days' prior written notice to Seller. Additionally, either Party may terminate the Purchase Order due to the other Party's breach of any of its obligations that remain uncured after ten (10) days' notice from the non-breaching Party. Termination for cause will not preclude the non-breaching Party from pursuing any and all remedies available to it at law or in equity. Upon expiration or termination of the Purchase Order for any reason, Elementum 3D shall pay for all expenses incurred and Materials delivered, prior to the effective date of such termination. Any terms that by their very nature are intended to survive termination of the Purchase Order will continue in full force and effect following the date of termination.
16. **ORDER OF PRECEDENCE:** Any inconsistencies shall be resolved in the following order of precedence: (a) FAR/DFARS or other government flow-downs, (b) these Terms, except to the extent that the applicable Purchase Order expressly and specifically states an intent to supersede the Agreement on a specific matter, and (c) the Purchase Order.
17. **CALIBRATION:** All calibration services must be performed against standards traceable to National Institute of Standards and Technology (NIST). Documentation supporting traceability verification of calibration standards must be furnished upon request. All calibrations must be performed according to the applicable ISO 9001:2015 requirements. All traceability documentation must be kept on record for a minimum of 15 years reference when applicable.
18. **MISCELLANEOUS:** If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. The laws of the state of Colorado (excluding any laws that direct the application of another jurisdiction's law) govern all matters arising out of or relating to these Terms and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement. Any legal suit, action, or proceeding arising out of or related to these Terms or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the state of Colorado in each case located in the city and County of Denver, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Elementum 3D may assign or transfer any of its rights or obligations under these Terms to a third party without the express written consent of Seller; however, Seller may not assign or transfer any of its rights or obligations under these Terms to a third party without the express written consent of Elementum 3D, such consent not to be unreasonably delayed, conditioned or withheld. Any assignment, delegation or transfer for which consent is required hereby and which is made without such consent given in writing will be void. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or

threatened breach, the other Party will be entitled to equitable relief, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.