

**Cooper Lighting Solutions' General Terms and Conditions
for Purchase of Goods and Services ("Terms")**

1. Sole Terms; Acceptance.

Each order for the purchase of goods and/or services, including work product and deliverables, ("Supplies") issued by Cooper Lighting Solutions ("Order") is expressly limited to these Terms. Buyer is not bound by an Order until Supplier accepts the Order and these Terms by (i) written acceptance or acknowledgement or otherwise indicating acceptance, (ii) preparing to or commencing performance, (iii) delivering any items or rendering any services under the Order or (iv) acceptance of payment. Any additional or different terms proposed by Supplier are expressly rejected by Cooper Lighting Solutions.

2. Buyer; Parties.

Buyer is the Cooper Lighting Solutions entity stated in the Order. Supplier's sole recourse under the Order shall be against such entity, and no other Cooper Lighting Solutions entities. Buyer is referred to herein as Cooper Lighting Solutions, and Supplier and Cooper Lighting Solutions are collectively referred to as Parties and individually as Party.

3. Quantity; Forecast.

3.1 Quantities purchased by Cooper Lighting Solutions shall be as stated in the Order, with no minimum purchase obligations. Title to Supplies (including licenses to services) shall pass to Cooper Lighting Solutions at the earlier of (i) payment by Cooper Lighting Solutions or (ii) receipt of Supplies by Cooper Lighting Solutions per the delivery terms in the Order. In the event of advance or progress payments, Supplier shall reasonably identify or otherwise mark Supplies as Cooper Lighting Solutions' property.

3.2 Any estimates or forecasts of production volumes or program durations are subject to change from time to time, with or without notice to Supplier, and shall not be binding on Cooper Lighting Solutions. Unless otherwise stated in the Order, Cooper Lighting Solutions makes no guaranty or commitment of any kind to Supplier regarding Cooper Lighting Solutions' requirements for Supplies.

3.3 For "blanket" or similar orders with no quantity specified, Supplier shall deliver Supplies as scheduled by Cooper Lighting Solutions.

4. Pricing; Payment.

4.1 The price of Supplies includes all taxes, tariffs, storage, handling, packaging and all other expenses and charges of Supplier. Prices are not subject to increase.

4.2 Cooper Lighting Solutions shall pay invoices within ninety (90) days, or other period agreed in writing, from the first batch processing date, not to exceed one-hundred-and-twenty (120) days, after Cooper Lighting Solutions' receipt of a correct invoice, and the Parties expressly agree to such payment terms. When the Parties are not permitted to agree to payment terms in excess of local legislation, a shorter payment period may be applicable.

5. Tax.

5.1 Supplier is liable for and shall pay all taxes, impositions, charges and exactions except for applicable sales, VAT/GST or similar taxes that are separately stated on Supplier's invoice.

5.2 Prices shall not include any taxes, impositions, charges or exactions for which Cooper Lighting Solutions has furnished a valid exemption certificate or other evidence of exemption.

5.3. If any tax included in the Order was not required to be paid by Cooper Lighting Solutions, Supplier shall notify Cooper Lighting Solutions and make a prompt refund.

6. Delivery; Packing, Drayage and Containers; Expedited Delivery.

6.1 Time is of the essence in performing under the Order.

6.2 Unless otherwise stated in the Order, all Supplies shall be delivered in accordance with Incoterms 2010 FCA to the place stated in the Order or if not stated, Cooper Lighting Solutions' place of business.

6.3 If Cooper Lighting Solutions pays for transportation, Supplier shall comply with Cooper Lighting Solutions routing instructions, including choice of designated logistics carrier.

6.4 Supplier is responsible for the cost of boxing, crating, and packing. Supplier shall prepare, at its expense, labels as specified by Cooper Lighting Solutions. Supplier is liable for damage to Supplies caused by improper boxing, crating or packing.

6.5 Supplier shall pay all additional freight costs if Supplier needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions.

7. Customs, Exports and Related Matters.

Supplier shall comply with all applicable import and export laws. Supplier shall assist Cooper Lighting Solutions in minimizing the costs of international transactions by providing documentation to support claims. Supplier is responsible for all costs associated with import and export compliance, including obtaining and paying for licenses or authorizations, certificates of origin and proper documentation for any import, export, or preferential duty claim. Any credits or refunds including tax, export or trade credits belong to Cooper Lighting Solutions.

8. Changes.

If Cooper Lighting Solutions requires modifications to any aspect of the Order, including drawings, designs or specifications, the Parties shall negotiate an equitable adjustment, if any, in the form of a change order or amendment. Supplier shall not make any changes without Cooper Lighting Solutions' prior written consent. No claim by Supplier for adjustment shall be allowed unless in writing and received by Cooper Lighting Solutions within thirty (30) days from the date notice is received by Supplier. Nothing in this clause shall excuse Supplier from performance of the Order as changed, including during the pendency of any claim.

9. Inspection; Audit.

Cooper Lighting Solutions or its representative may enter, inspect and/or audit on reasonable notice Supplier's plant, books and records to verify compliance with Cooper Lighting Solutions's requirements.

10. Warranties.

Supplier warrants and represents that any work will be performed in a professional manner consistent with best industry standards and that all Supplies will: (i) conform to the specifications, standards, drawings, samples, descriptions and revisions furnished by Cooper Lighting Solutions; (ii) be merchantable and free of defects in design, materials and workmanship; (iii) be fit for the purposes intended by Cooper Lighting Solutions; (iv) be free of all liens, claims and encumbrances, (v) be manufactured entirely with new materials and free from latent defects, (vi) be free from viruses, disabling code, and open source software, and (vii) be genuine, new and unused.

11. Indemnification.

- 11.1 Supplier shall defend, indemnify and hold Cooper Lighting Solutions harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogations, costs, and expenses including court costs and attorneys' fees in connection with the Order including: (a) death, injury or damages to any person or property; (b) recall campaigns which in Cooper Lighting Solutions' reasonable judgment are required; (c) counterfeit parts, including parts that have been copied or substituted without legal right or authority; (d) Supplier's use of Cooper Lighting Solutions' machinery or equipment, where for such claim Supplier shall assume sole responsibility; (e) actual or alleged infringement, direct or contributory, of Intellectual Property rights defined in Section 24.1; (f) subcontractor performance; and, (g) violation of law.
- 11.2 On receipt of notification, Supplier shall assume responsibility for the defense of any claims, suits, actions, or proceedings for which Supplier shall indemnify Cooper Lighting Solutions. Cooper Lighting Solutions has the right to be represented and participate through its own counsel in the defense and resolution of any indemnification matters. The indemnification obligations of Supplier are independent of warranty obligations of Supplier. Supplier may not settle or otherwise dispose of any such indemnified claims, suits, actions or proceedings without the prior written approval of Cooper Lighting Solutions.

12. Insurance.

- 12.1 Supplier shall maintain appropriate insurance coverage, in accordance with best industry practices, with a reputable insurance company against all relevant losses, liabilities and indemnities that may arise in connection with the Order and Supplier's operations. Cooper Lighting Solutions may specify additional insurance coverage requirements applicable to the Order. Such coverage shall not limit Supplier's liability under the Order.
- 12.2 On request, Supplier shall provide Cooper Lighting Solutions with a copy of the insurance certificate evidencing coverage.

13. Cooper Lighting Solutions Standards; Industry Standards.

- Supplier, and its suppliers, if applicable, shall comply with:
- 13.1 Cooper Lighting Solutions' programs and standards available at <https://www.signify.com/global/contact/suppliers> and incorporated by reference.
- 13.2 Cooper Lighting Solutions' Supplier Sustainability declaration available at https://images.philips.com/is/content/PhilipsConsumer/PDFDownloads/Global/sustainability-downloads/ODLI20190410-01-UPD-en_AA-Signify-Supplier-Sustainability-Declaration.pdf and incorporated by reference.
- 13.3 Applicable standards and inspection systems including, AS 9100D, ISO 9001:2015, or IATF 16949:2016 quality certification and ISO 14001 environmental certification.
- 13.4 Industry Production Part Approval Processes (PPAP) as specified by Cooper Lighting Solutions. Supplier shall provide all relevant PPAP information on Cooper Lighting Solutions' request.

14. Environmental, Health and Safety.

When at any Cooper Lighting Solutions location, Supplier shall comply with Cooper Lighting Solutions' environmental, health and safety ("EHS") requirements, as outlined in the Contractor Environmental Health & Safety Guidelines located at <https://www.cooperlighting.com/legal> If Supplier fails to comply with Cooper Lighting Solutions' EHS requirements, Cooper Lighting Solutions

may stop services and remove Supplier from the location until Supplier has taken appropriate corrective action. Supplier shall be liable for all claims in respect of such stoppage.

15. Interchangeability.

All Supplies, which were not subject to validation testing or approval by an Cooper Lighting Solutions customer, shall be interchangeable with like supplies purchased from Supplier previously by Cooper Lighting Solutions. Supplier may not make any change to any Supplies designs, processes, or procedures without Cooper Lighting Solutions' prior written approval.

16. Cooper Lighting Solutions Property.

- 16.1 Cooper Lighting Solutions owns all materials made available to Supplier by Cooper Lighting Solutions as well as all replacements of those materials ("Cooper Lighting Solutions Property").
- 16.2 Supplier shall clearly mark Cooper Lighting Solutions Property and safely store separate and apart from Supplier's property in good condition, bear the risk of loss and ship at Supplier's expense to Cooper Lighting Solutions in as good condition as originally received by Supplier, reasonable wear and tear excepted.
- 16.3 Supplier may not use any Cooper Lighting Solutions Property except for performance of work under the Order or as authorized in writing by Cooper Lighting Solutions.
- 16.4 At any time Cooper Lighting Solutions may inspect and remove Cooper Lighting Solutions Property and Supplier grants Cooper Lighting Solutions an immediate right of access at any time to enter Supplier's premises to inspect and remove Cooper Lighting Solutions Property without any liability to Supplier.
- 16.5 Cooper Lighting Solutions disclaims all warranties, express or implied, with respect to Cooper Lighting Solutions Property. Supplier waives all claims in respect of Cooper Lighting Solutions Property.

17. Special Tooling.

- 17.1 The term "Special Tooling" includes all special equipment, manufacturing aids, and drawings acquired, manufactured, or used in the performance of the Order, that are of a specialized nature.
- 17.2 Supplier shall only use Special Tooling for performance under the Order. Supplier shall keep Special Tooling in good condition and fully covered by insurance. Upon termination or expiration of Order, Supplier shall immediately transfer title and possession of Special Tooling to Cooper Lighting Solutions for an amount equal to the unamortized cost of Special Tooling, or dispose of it as Cooper Lighting Solutions may direct.

18. Choice of Law; Dispute Resolution.

- 18.1 The Order is governed by the laws of the country or State, as applicable, of the Cooper Lighting Solutions legal entity's incorporation. The United Nations Convention on Contracts for the International Sale of Goods and Article 1195 of the French Civil Code (Code Civil) are expressly excluded from any Order.
- 18.2 The Parties shall attempt good faith resolution of a dispute within thirty (30) days, during which time Supplier shall perform the Order in accordance with Cooper Lighting Solutions' instructions. If the Parties are unable to resolve the dispute within that period, the Parties shall submit to an appropriate dispute resolution procedure selected by Cooper Lighting

Solutions. THE PARTIES EXPRESSLY WAIVE ANY RIGHTS TO A JURY TRIAL (IF APPLICABLE).

- 18.3 If there is any dispute arising under the Order, Cooper Lighting Solutions and Supplier shall proceed diligently with the performance required under the Order pending resolution of the dispute.

19. Compliance with Applicable Laws.

Supplier shall comply with all applicable laws, statutes, rules, regulations, orders, and standards in any jurisdiction.

20. Anti-Corruption.

In connection with all business transactions with Cooper Lighting Solutions:

- 20.1 Supplier and its suppliers shall comply with applicable national and international anti-bribery rules, including the U.S. Foreign Corrupt Practices Act (FCPA), United Kingdom, and European Union, Organisation for Economic Co-operation and Development (OECD) and Council of Europe anti-bribery rules.
- 20.2 Supplier shall not directly or indirectly solicit, receive or offer any form of bribe, kickback, or other corrupt payment or thing of value to or from any person or organization, including government agencies or officials, companies or personnel of those companies.
- 20.3 Supplier and its affiliates shall at all times keep complete and accurate books and records, and all records and information that Supplier provides to Cooper Lighting Solutions pertaining to the Order shall be complete and accurate.

21. U.S. Government Contracts.

- 21.1 If any Supplies are to be used on a U.S. Government contract, then the Cooper Lighting Solutions FAR and/or DFARS flow-down addendum available at <https://www.cooperlighting.com/legal> and incorporated by reference shall apply. Supplier shall accept mandatory flow-down clauses at no additional cost to Cooper Lighting Solutions.
- 21.2 Supplier shall comply with Defense Priorities and Allocation System (DPAS) Regulation (15 CFR 700) if the Order is rated.
- 21.3 Supplier certifies that it, or Supplier's principals, are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a Federal agency.

22. Confidentiality.

- 22.1 Any confidential, proprietary or non-public information, including drawings, descriptions, specifications and any other Intellectual Property made available to Supplier or created for Cooper Lighting Solutions related to the Order ("Confidential Information") is the property of Cooper Lighting Solutions.
- 22.2 Supplier and its representatives shall protect Cooper Lighting Solutions Confidential Information, and shall not disclose, copy, reproduce, reverse engineer or transfer Confidential Information to any third parties or use for purposes other than fulfilling its obligations under the Order.

23. Data Security and Cybersecurity.

- 23.1 Supplier may receive or have access to information relating to identified or identifiable individuals ("Personal Data"), including Cooper Lighting Solutions employees, temporary workers, contractors, consultants, customers or suppliers. Personal Data, in whichever form, is of a very sensitive nature, and Supplier shall keep Personal Data strictly confidential and use it (i) only within the limits authorized by Cooper Lighting Solutions and for

the purpose of Supplier's performance under the Order, and (ii) in accordance with all applicable laws, and where applicable, the Personal Data Processing Clauses available at <https://www.signify.com/global/privacy/legal-information/privacy-notice> and incorporated by reference.

- 23.2 Supplier shall operate and maintain an information and cybersecurity program designed to protect against and prevent any unauthorized use, access, processing, destruction, loss, alteration or disclosure of Confidential Information and Personal Data ("Security"). Upon the request of Cooper Lighting Solutions, Supplier shall provide proof of Supplier's Security and submit its processing facilities for audit of the processing activities covered by the Order. Such audit shall be carried out by Cooper Lighting Solutions or its agents with the required professional qualifications and a duty of confidentiality. Supplier shall immediately notify Cooper Lighting Solutions of any perceived, potential or actual breach to Supplier's Security ("Breach"), and provides a full description of the Breach, the impact and mitigation efforts. Supplier will then promptly (a) investigate, remediate, and mitigate the effects of the breach; and (b) provide Cooper Lighting Solutions with assurances reasonably satisfactory to Cooper Lighting Solutions that such breach will not recur. If Cooper Lighting Solutions determines that notices or other remedial measures are warranted, Supplier will, at Cooper Lighting Solutions' request and at Supplier's cost, undertake such remedial actions.

- 23.3 Any software provided by or on behalf of Supplier shall not contain any computer code or other mechanism that would allow Supplier or others to access information on Cooper Lighting Solutions' computers, networks or products for any purpose including viewing, transmitting or conveying such information to Supplier or any other party. If vulnerability is discovered in any software which may be exploited by others, Supplier agrees, at Supplier's cost, to immediately take all corrective actions necessary to prevent such exploitations or identify, contain, eradicate and recover Cooper Lighting Solutions' assets if an exploitation occurred.

24. Intellectual Property.

- 24.1 "Intellectual Property" includes any patent, trademark, trade secret, copyright, design, know-how, or other proprietary right.
- 24.2 Cooper Lighting Solutions retains all right, title and interest in and to its Intellectual Property related to the Order. Any license of Cooper Lighting Solutions Intellectual Property is granted solely for the limited right to permit Supplier to perform its obligations under the Order for the sole benefit of Cooper Lighting Solutions.
- 24.3 Supplier retains its Intellectual Property that existed before this Order. Supplier grants Cooper Lighting Solutions a worldwide, nonexclusive, royalty free, irrevocable, perpetual license under its Intellectual Property to use, sell, repair and reconstruct Supplies and copy, distribute and create derivative works of copyrightable work product and deliverables.
- 24.4 Supplier hereby assigns to Cooper Lighting Solutions all right, title, and interest in and to all Intellectual Property in Supplies created for Cooper Lighting Solutions related to the Order.
- 24.5 Supplier shall promptly disclose all Intellectual Property owned by Cooper Lighting Solutions pursuant to Section 24.4, including all inventions, and shall execute any documents necessary to perfect Cooper Lighting Solutions' ownership therein.

25. Product Stewardship Requirements.

25.1 Supplier and its suppliers shall comply with all applicable Product Stewardship Requirements including because of the place Supplies are created or delivered to Cooper Lighting Solutions or the ultimate place Cooper Lighting Solutions' own products or its customers' products are sold or used. "Product Stewardship Requirements" include laws, regulations, industry standards and Cooper Lighting Solutions, or Cooper Lighting Solutions' customer, requirements concerning (i) chemical or materials composition, labeling, recycling, take back/end-of life, and disposal, (ii) product design for safety, energy efficiency, and recyclability, or similar life-cycle requirements, and (iii) product packaging and transportation.

25.2 Supplier, at its cost, shall (i) identify chemical and material names and quantities contained in Supplies, (ii) identify chemical and material composition and information to allow safe use of Supplies, (iii) complete any Material Declaration or similar information requests by Cooper Lighting Solutions, (iv) complete required registration with regulatory agencies of chemical or materials composition of Supplies, (v) propose alternate solution to ensure continuity of supply if delivery of Supplies is prohibited, (vi) cooperate with Cooper Lighting Solutions in evaluating Supplies' environmental impact per international or other standards defined by Cooper Lighting Solutions, and (vii) provide Cooper Lighting Solutions with evidence that Supplies comply with Product Stewardship Requirements.

26. Termination for Convenience.

Cooper Lighting Solutions reserves the right to terminate the Order, or any part hereof, at its sole convenience. Upon receipt of a termination notice, Supplier shall immediately cease all work and ensure all of its suppliers and subcontractors cease work. Within thirty (30) days of such termination, Supplier shall submit necessary documentation to claim reasonable termination costs if any, which shall only include Supplier's direct costs that have been incurred as a result of termination. Any claim shall be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the Cooper Lighting Solutions' termination notice.

27. Termination for Default.

27.1 Upon written notice to Supplier, Cooper Lighting Solutions may terminate all or part of the Order if (i) Supplier defaults in the performance of any provision of the Order, including late delivery or Supplier's failure to make reasonable progress towards completion of the Order, and such default is not cured within seven (7) days, or (ii) in the event of Supplier's bankruptcy, suspension of business, insolvency, appointment of a receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.

27.2 Supplier shall be liable for, and pay to Cooper Lighting Solutions, any costs, including the cost for additional managerial and administrative services, in excess of the price for Supplies.

27.3 In the event of a termination for default, Supplier shall protect and preserve property in its possession where Cooper Lighting Solutions has an interest.

27.4 Cooper Lighting Solutions is entitled to a refund of all monies paid to Supplier for the terminated Order.

28. Transition of Supply.

In the event of termination or expiration of the Order, Supplier shall reasonably cooperate in the transition of supply, including providing information and documentation regarding manufacturing processes for

Cooper Lighting Solutions Supplies, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components.

29. Force Majeure.

29.1 Neither Party will be in default for any delay or failure to perform due to natural, civil or political causes beyond its control and without its fault or negligence ("Force Majeure").

29.2 The following shall not constitute a Force Majeure event for Supplier: (i) Supplier's ability to sell Supplies at a more advantageous price, (ii) increases in Supplier's production costs, (iii) interruptions in Supplier's supplies, including if a supplier fails to supply Supplier, or (iv) labor disputes or strikes at Supplier's facilities.

29.3 The Party affected by a Force Majeure event shall promptly provide written notice to the other, explaining in detail the circumstances and expected duration of the event, and shall use its best efforts to remedy the event.

29.4 If Supplier's delivery is delayed by a Force Majeure event, Cooper Lighting Solutions may cancel deliveries per Section 27.

30. Remedies.

30.1 The rights and remedies available to Cooper Lighting Solutions are cumulative and in addition to all other legal or equitable remedies.

30.2 Cooper Lighting Solutions may reject Supplies that are nonconforming and return rejected Supplies without payment to Supplier. Supplier may not repair rejected Supplies unless Cooper Lighting Solutions authorizes repair in writing. Supplier shall reimburse Cooper Lighting Solutions for all damages caused or required by Supplier's breach or by nonconforming Supplies.

30.3 Monetary damages may not be a sufficient remedy for any actual, anticipatory or threatened breach of the Order and, in addition to all other rights and remedies that Cooper Lighting Solutions may have, Cooper Lighting Solutions shall be entitled to specific performance and injunctive equitable relief as a remedy.

30.4 Cooper Lighting Solutions has the right to set-off against any amounts payable by Cooper Lighting Solutions or its affiliates to Supplier or its affiliates.

30.5 If Supplier alleges a breach of the Order by Cooper Lighting Solutions, Supplier shall continue performance until such allegation is resolved.

30.6 If any portion of the Order is invalid or unenforceable, the remaining portions of the Order remain valid and enforceable.

31. No Publicity.

Supplier shall not make any release regarding the Order or use of Cooper Lighting Solutions trademark or trade name, including any public announcement or advertising.

32. Relationship of Parties.

The Order shall not constitute, create, or give effect to or otherwise imply a joint venture or partnership of any kind. Neither Party shall be deemed to be an employee, agent, partner, legal representative or joint employer of the other, nor shall have any right, power or authority to create any obligation on behalf of or bind the other in any way.

33. No Implied Waiver.

Cooper Lighting Solutions' failure to insist upon Supplier's performance of any obligation or to exercise any right shall not constitute a waiver of

future performance or future exercise of a right. Supplier's obligations with respect to future performance and rights shall continue.

34. Survival.

Any provision intended to survive termination or expiration, including Sections 10, 11, 12, 16, 17, 21, 22, 23, 24, 27, 28 and 30 shall remain in full force and effect notwithstanding termination or expiration.

35. Entire Agreement; Modifications; Updates.

- 35.1 These Terms, together with any documents attached or incorporated into the Order constitute the entire agreement between Cooper Lighting Solutions and Supplier.
- 35.2 Amendments can only be made by written document signed by Cooper Lighting Solutions and Supplier.
- 35.3 Cooper Lighting Solutions may update its Terms, and any updated Terms shall apply to all Orders after the effective date of the updates. Where a web link is incorporated by reference into these Terms, the most recently updated version shall apply.

36. Assignment; Subcontractors.

Supplier shall not assign, subcontract or otherwise transfer any of its rights or obligations under the Order unless agreed in writing. Supplier will impose these Terms on all subcontractors and shall be liable for subcontractors' performance.

37. Notices.

When required by these Terms, notices to Supplier shall be sent to Supplier's address on the Order. Notices to Cooper Lighting Solutions shall be sent to Cooper Lighting Solutions' address on the Order, with a copy to Cooper Lighting Solutions , , 1121 Highway 74 South, Peachtree City, GA 30269, attention: Law Department. All notices shall be delivered personally, or by postage prepaid registered mail, return receipt requested. Notice is effective on receipt by a Party.

38. Interpretation.

- 38.1 Headings are for convenience only.
- 38.2 The term "including" when used in these Terms, shall mean "including, but not limited to".