

METTLE OPS JTLV FLOWDOWNS APPENDIX

This Mettle Ops JTLV Flowdowns Appendix (“Appendix”) is an integral part of the purchase order, agreement, or other contract to which it is attached between Mettle Ops (“Buyer”) and (“Seller”). This Appendix includes the JTLV Flowdowns and Contract Clauses document prepared by AM General which is hereby attached and incorporated. In all instances, the terms Buyer and Seller shall refer to Mettle Ops and Seller where necessary to properly interpret the provision as applicable between Mettle Ops and Seller. Any provisions of this Appendix which are not applicable to the nature and scope of the underlying agreement between Buyer and Seller are considered inapplicable and self-deleting.

1.1 *Rated Order Contract.* This Order may contain rated order quantities certified for national defense use, Seller will follow all provisions of the Defense Priorities and Allocation System (DPAS) regulation (15 CFR 700) as it pertains to the rated quantities. Rated quantities will be specifically identified either in a Prime Purchase Order, Quantitative Order, Requirements Contract or Purchase Order as applicable. Seller is required to comply with acceptance/rejection guidelines and requirements set forth in 15 CFR §700.13(d). Specifically, Seller must (a) accept a DX rated Prime Purchase Order, Quantitative Order, Requirements Contract or Purchase Order within ten (10) business days after receipt of this Order or (b) accept a DO rated Prime Purchase Order, Quantitative Order, Requirements Contract or Purchase Order within fifteen (15) business days after receipt of this Order, in each case, in the manner prescribed therein (if any). Seller’s failure to specifically accept a DX rated or DO rated Prime Purchase Order, Quantitative Order, Requirements Contract or Purchase Order shall not relieve Seller of its obligations under this Order.

1.2 *Requests for Information under Prime Contract.* Seller understands and acknowledges that Buyer is required under the Prime Contract to track certain metrics and make certain reports and/or provide certain disclosures to Customer in connection with performance under the Prime Contract. As such, Seller agrees to timely cooperate with Buyer requests (1) for information, data, reports summaries or any such similar materials related to Seller and/or the Order, or the Goods and Services procured thereunder; and (2) for Seller to track and record certain metrics related to Seller’s Performance under the Order, but only insofar as necessary for Buyer to comply with its obligations to Customer under the Prime Contract.

2. **Quality.**

Seller must comply with all quality standards, regulations and legal requirements associated with the Goods or Services, including any specified Customer requirements and the requirements of Buyer’s “AM General Supplier Quality Manual Rev February 2023” (formerly referred to as “Supplier Quality Guidelines Quality Assurance Requirements AM General FM1261-1”), available at <http://www.amgeneral.com/our-suppliers/military-programs-resources/>, which document is incorporated by reference in this Order. Seller’s quality management system must meet the quality requirements of ISO 9001 or IATF16949 registered by an accredited third party registrar or have an AMG approved plan to achieve registration or compliance. Seller’s quality management system must, at a minimum, include documented development, implementation, and maintenance of quality procedures, work instructions, flow charts, and records in connection with all Goods and Services under this Order. Seller must maintain

complete records of all inspection work as to a particular Good for a ten (10) year period, and make these available to Buyer upon request. Seller will analyze and review Buyer's specifications and drawings of the Goods before acceptance of this Order and acknowledges that Buyer's specifications and drawings are sufficient and adequate to manufacture the Goods in compliance with this Order. Buyer and the Government may perform quality audits at Seller's facilities in connection with the work performed under this Order.

Seller understands and acknowledges that, per the terms of the Prime Contract, the Government reserves the right to interface with, collaborate with, audit, visit, without prior notifications, all subcontractors of Buyer, Seller among them. Seller shall notify its subcontractors in connection with this Order of this requirement and shall not limit its subcontractors from interfacing with the Government, collaborating with the Government, being audited by the Government, working with the Government on future design changes or improvements, or hosting Government personnel.

Seller shall establish, implement and maintain documented procedures which shall identify and preclude the use of counterfeit parts in production and shall impose same requirements on its subcontractors. Seller shall make this information available to Buyer upon request.

3. **Material, Equipment, Tools and Facilities.**

3.1 *Requirements.* Unless otherwise stated in this Order, Seller shall supply all material, equipment, tools and facilities required to perform this Order.

3.2 *Seller Property.*

- (A) Unless otherwise agreed to by Buyer, Seller, at its expense, will furnish, keep in good condition, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items that are not paid for by Buyer but are necessary for the production of the Goods ("**Seller Property**"). Seller will insure the Seller Property with coverage for all losses for its replacement value.
- (B) This option will not apply if: (i) Seller Property is used to produce Goods that are the standard stock of Seller, (ii) Seller Property is used to produce a substantial quantity of like Goods which are being sold by Seller to others, and (iii) in connection with a termination of this Order under Section 24 (Termination for Convenience) of these Terms and Conditions. If the Seller has financed any portion of the Seller Property, the Seller will obtain from its financing source for the Buyer any waiver, release or approval necessary for it to exercise the rights granted under this Section.
- (C) To the extent any Intellectual Property owned by or licensed to Seller is embodied in, or is otherwise necessary for the intended use of, any Seller Property, Seller hereby grants to Buyer a fully paid, irrevocable, non-exclusive, worldwide, royalty-free license, perpetual to the maximum extent permitted by law, with the right to grant sublicenses as necessary for any use of the Seller Property, to use such Intellectual Property.

3.3 *Buyer-Furnished Property.*

- (A) Title to all property furnished to Seller by Buyer or specifically paid for by Buyer, or the cost of which is fully or substantially amortized in the price of the Goods purchased hereunder, and any replacement thereof, shall remain in and with Buyer with the right of possession in Buyer.
- (B) Seller shall not use, reproduce, appropriate or disclose to anyone other than Buyer any material, preproduction samples, tooling, dies, drawings, designs, specifications, software, technical information and other property or data furnished by Buyer nor shall Seller use the same to produce or manufacture goods other than those required hereunder without prior written authorization from Buyer. Where the Government has received from Buyer the right to authorize such use by Seller, Seller may utilize Buyer's data and information in the manufactured goods for direct sale to the Government; provided, however, that Seller shall (i) give Buyer prior written notice of each such proposed use; (ii) prominently identify each item being provided by Seller for direct sale to the Government; and (iii) make no claim against Buyer which arises out of use by Seller of such data and information. Buyer does not guarantee the accuracy of any tooling or the quality or suitability of any material supplied by it. Seller shall bear the risk of loss, damage or destruction, unless such loss, damage or destruction is solely, directly and proximately caused by Buyer's negligence.
- (C) All Buyer-furnished property, together with spoiled and surplus materials, shall be returned to Buyer at termination or completion of this Order unless Buyer shall direct otherwise in writing. Where Buyer's data, designs or other information are furnished to Seller's suppliers for procurement of supplies or services by Seller for use in the performance of Buyer's Order, Seller shall insert the substance of this provision in its subcontracts. Seller acknowledges that any such data, designs or other information of Buyer are unique, and that Buyer may enforce its rights under this paragraph by specific performance.

3.4 *Evidence of Satisfactory Tools.* Invoices and photographs of tools will not be rendered by Seller until Buyer accepts satisfactory Goods produced by such tools as specifically agreed in this Order. Upon acceptance of a satisfactory Good, Seller shall render all invoices and a scaled photograph for each tool listed on the Order to Buyer. The reverse side of the photograph shall reference the tool number, nomenclature and Order number. All negatives and prints shall become the property of Buyer and no reproductions shall be made without the written consent of Buyer. (A "scaled photograph" is an ordinary photograph which includes a scale ruler, or other measuring device to indicate the approximate size of the tool.)

4. **Subcontracting.**

4.1 *Subcontractors.* Seller will not subcontract any of its duties or obligations under this Order without the prior written approval of Buyer. If Seller subcontracts any of its duties or obligations under this Order with a subcontractor approved by Buyer, Seller will ensure that all such subcontractors comply with the requirements hereunder. At Buyer's request, Seller will certify in writing Seller's and its subcontractor's compliance with all such requirements. Buyer will have the right to audit and monitor Seller's and its subcontractor's compliance with Seller's and its subcontractor's obligations under this Order including, without limitation, verifying at the premises of Seller or any subcontractor that the subcontracted Goods or Services conform to the

requirements of this Order. Any audit by Buyer will not (i) shift responsibility for quality by the subcontractor from Seller to Buyer, (ii) absolve Seller of the responsibility to provide acceptable and conforming Goods or Services, or (iii) preclude subsequent rejection of Goods or Services by Buyer. Notwithstanding any audit by Buyer, Seller remains fully liable for any work subcontracted.

4.2 *Assignment of Rights.* In the event Seller cannot fulfill one or more of its obligations under this Order, subject to Section 30 of these Terms, Seller will, at Buyer's option and in addition to any other rights or remedies available to Buyer under this Order or otherwise, assign to Buyer all of Seller's rights with respect to any of Seller's subcontractors under this Order.

5. **Compliance with Laws.**

5.1 *General.* Seller shall comply with all federal, state and local laws, orders, rules, regulations, and ordinances that are applicable to Seller's performance of its obligations under this Order, and such compliance shall be a material requirement of this Order.

5.2 *Indemnification.* Seller will indemnify, defend and hold Buyer and its Customer harmless from and against any liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance with any applicable laws and regulations, including for improper or illegal usage or disposition of hazardous goods and substances.

5.3 *Child Labor.* By acceptance of this Order, Seller agrees and declares that it has complied with and has not violated in any way the Child Labor provisions of the Fair Labor Standards Act of 1949, as amended.

5.4 *Discrimination.* By acceptance of this Order, Seller certifies that it will comply with all applicable provisions of E.O.11246 and E.O.11375, as amended (41 CFR § 60-1.4); the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR § 60-300.5) and E.O.11701; The Rehabilitation Act of 1973 and E.O. 11758; and the rules, regulations, and relevant orders of the Secretary of Labor.

5.5 *GIDEP Data.* As applicable to this Order, Seller shall deliver information concerning critical or major non-conformances as defined in FAR 46.101 to the Government Industry Data Exchange Program (GIDEP). Seller shall insert the following statement in any subcontract placed under this Order: "The contractor shall deliver information concerning critical or major non-conformances as defined in FAR 46.101 to the GIDEP information system." When so inserted, the word "contractor" shall mean Seller's subcontractor. Seller shall input any GIDEP data which may be pertinent to items of its manufacturer and verify that the subcontractor utilizes any such data.

5.6 *Health, Safety, and Environmental Regulations.* Seller warrants that the Goods sold pursuant to this Order, and their performance when installed, will conform to the requirements of the Occupational Safety and Health Act of 1970 as amended and all regulations and standards formulated thereunder and any State requirements. Seller further warrants that the Goods will be in compliance with applicable product safety and environmental regulations. Seller warrants that each chemical substance contained in the Goods is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency in conjunction with the Toxic Substances Control Act, as amended. The Goods shall be in compliance with the applicable sections of the Federal Consumer Product Safety Act, as amended, and the Federal

Hazardous Substances Act, as amended, and are not considered hazardous under any state or federal law, except as clearly stated on the shipping and storage containers. Seller shall also comply with the labelling requirements for Class I and Class II Ozone Depleting Substances as required by Section 611 of the Clean Air Act Amendments of 1990 and the final rules (40 C.F.R. Part 82) implementing the same (collectively, the “**Act**”). Seller shall accurately label, consistent with the requirements of the Act, any products containing a controlled substance that it is supplying to Buyer. In the event Seller discovers that it has failed to comply with the labeling requirement of the act, it shall immediately notify Buyer of those products supplied to Buyer which failed to comply with the labeling requirements of the Act.

6. **Compliance with U.S. Export Control Laws and Regulations.**

6.1 *Export.* Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations (EAR), 15 C.F.R. 730-774, including the requirement for obtaining any export license or agreement, if applicable (together “**Export Controls**”). Without in any way limiting the foregoing, Seller agrees that it will not transfer any Export Controlled item data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller’s lower-tier suppliers, without authority of an export license, agreement or applicable exemption or exception.

6.2 *Notification.* Seller agrees to notify Buyer of the export classification of any deliverable under this Order under applicable Export Controls.

6.3 *Identification.* Buyer shall identify to Seller the export classification of all technical information provided to Seller.

6.4 *Denied Party.* Seller shall immediately notify Buyer in writing if Seller is or becomes listed on any U.S. Export Control or Sanctions list (including, but not limited to, the Denied Persons List, the Unverified List, the Entity List, the Specially Designated Nationals List, and the Debarred List), or if Seller’s export privileges are otherwise denied, suspended or revoked in whole or in part by the Government.

6.5 *Registration.* If Seller is a U.S. Party that is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as those terms are defined in the ITAR, Seller represents that it is registered with the Directorate of Defense Trade Controls at the Department of State, as required by the ITAR, and that it maintains an effective export/import compliance program in accordance with the ITAR. With respect to such Defense Articles and/or Defense Services, Seller represents and warrants that it and its subcontractors have not paid, and will not pay or offer to pay, for solicitation or promotion or otherwise, to secure the conclusion of a sale of Defense Articles or Defense Services to, or for the use of, the armed forces of an international organization or non-U.S. Country any fees, commissions or political contributions as described under Part 130 of the ITAR without prior notice to Buyer. In such event, Seller shall provide to Buyer, not later than 20 days after such an event, full disclosure of all information necessary for Buyer to comply fully with Sections 130.9 and 130.10 of the ITAR.

6.6 *No Registration.* If Seller is a U.S. Party that is not currently engaged in the business of either exporting or manufacturing Defense Articles or furnishing Defense Services, and Buyer provides Seller with technical data controlled by the ITAR, Seller agrees to register with the Directorate of Defense Trade Controls at the Department of State, as required by the ITAR, and maintain an effective export/import compliance program in accordance with the ITAR.

6.7 *Violation.* Seller shall provide prompt written notification to Buyer in the event of any violation or potential violation of the Export Controls, or the initiation or existence of a Government investigation that could affect Buyer or Seller's performance under this Order.

6.8 *Indemnification.* Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, suppliers, agents, or subcontractors at any tier in the performance of any of its obligations under this clause.

7. **Incorporated FAR and DFARS Provisions.**

7.1 *JLTV Flowdowns.* Seller shall be bound to Buyer, and/or, as applicable, the U.S. Government, in the same way that Buyer is bound to the U.S. Government under the Prime Contract, with respect to the Prime Contract terms and conditions set forth in the document entitled "JLTV Flowdowns and Contract Clauses" attached to the Purchase Document (the "**JLTV Flowdowns**"). With respect to the FAR and DFARS clauses set forth in the JLTV Flowdowns, by entering into this Order and rendering performance under this Order, Seller represents and warrants to Buyer that Seller is fully apprised of and in compliance with the latest version of the FAR and DFARS clause in effect, both at the time of entry into this Order and at any time hereafter when Seller provides Goods or Services pursuant to this Order. Seller is responsible for ensuring at all times that it is in compliance with, and that all Goods and Services received are in compliance with, the latest version of the FAR and DFARS clauses then in effect at the time of performance regardless of whether such FAR and DFARS clauses are posted on Buyer's website or otherwise provided to Seller by Buyer. Buyer reserves the right to make updates and/or changes to the JLTV Flowdowns as necessary for Buyer to comply with its obligations to Customer under the Prime Contract. For avoidance of doubt, Seller shall additionally be bound to Buyer, and/or, as applicable the U.S. Government, in the same way that Buyer is bound to the U.S. Government under the Prime Contract, with respect to any such updates and/or changes. Buyer may communicate to Seller updates and/or changes to the JLTV Flowdowns by either, as applicable, and at Buyer's sole discretion: (1) posting the updated and/or changed JLTV Flowdowns on Buyer's corporate website, located at <https://www.amgeneral.com/suppliers/supplier-resources/>; or (2) sending Seller a copy of the JLTV Flowdowns, as changed and/or updated.

7.2 *Flow Down of Clauses to Lower-Tier Subcontracts.* Seller shall insert the appropriate FAR and DFARS clauses and Prime Contract clauses set forth in the JLTV Flowdowns in lower tier subcontracts to the extent required for each lower tier subcontract, either verbatim, in substance, by incorporation-by-reference or otherwise as appropriate.

7.3 *Reserved.*

7.4 *Certification of Compliance with Mandated Clauses.* Seller, by accepting this Order, hereby certifies compliance with the mandated clauses set forth within FAR 52.212-3 (for Commercial Items) and/or FAR 52.204-8 (for Non-Commercial Items).

8. Miscellaneous.

8.1 *No Assignment.* This Order may not be assigned by Seller without the prior written consent of Buyer. Any purported assignment in violation of the foregoing will be null and void and of no force or effect. Any sale, merger (by operation of law or otherwise), or transfer of assets, stock or securities of Seller will be deemed to be a purported assignment of this Order. Any payment to any assignee of this Order or of any claim under this Order, in consequence of such consent, shall be subject to set-off, recoupment, or other reduction for any claim that Buyer may have against Seller.

8.2 *No Advertising and Clearance Of Material Intended For Public Release.* Without the prior written consent of Buyer, Seller will not make any disclosure, news release or public announcement in any manner (including, without limitation, in any advertisements, publications or promotional materials) regarding, or refer to, whether by denial or confirmation of same, any of the following: (i) Buyer, (ii) this Order, (iii) any part of the subject matter of this Order, or (iv) the fact that Seller has contracted to furnish Buyer the Goods covered by this Order. Seller will not use any trademarks or trade names of Buyer in Seller's advertising, publications or promotional materials without first obtaining the written consent of Buyer.

8.3 *Gifts and Gratuities.* Buyer will not solicit, and Seller shall not provide, any gifts (other than advertising items of nominal value) or gratuities (including but not limited to money, fees, commission, credits, gifts, things of value, or compensation) of any kind to any employee of Buyer. Seller shall report in writing any solicitation or suspected solicitation of gifts or gratuities by Buyer's employees.

8.4 *Certificates.* Seller shall furnish to Buyer any certificate required to be furnished by any provision of this Order, including any clauses incorporated by reference herein, and any certificate required by any future law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of such laws, ordinances, or regulations. As used in this Article, the word "certificate" shall include any plan or course of action or recordkeeping function.

8.5 *Security and Training Requirements.* Seller agrees and understands that the Prime Contract requires Buyer to comply with various security and training requirements and to develop, document, and update a Program Protection Plan to mitigate security risks, including, by way of example and without limitation, countermeasures to mitigate the risk of foreign intelligence or foreign influence, destruction of Customer-furnished data upon completion of use, anti-terrorism training, filling out Common Access Card applications, complying with security access requirements to Customer installations and/or networks, etc. Insofar as said Prime Contract requirements are applicable to Seller or the Goods or Services delivered under this Order, Seller agrees to comply in good faith with any security and/or training requirements requested by Buyer, but only to the extent necessary for Buyer to comply with its obligations under the Prime Contract.

8.6 *Item Unique Identification (IUID) Marking Plan.* Seller agrees and understands that the Prime Contract requires Buyer to plan for and implement specific IUID markings in accordance with the most current version of MIL-STD-130 and 129 and DFARS clauses 252.211-7003, Army Directive 2016-2 and DFARS 211.274, 211.274-2, 211.274-4, and 211.274-5 (the IUID marking plan to be submitted under the Prime Contract, the "**IUID Marking Plan**"). Seller agrees to comply any aspect of Buyer's IUID Marking Plan that is applicable to the Goods and Services, including, without limitation, with any requirements for IUID marking and sustaining such markings.

8.7 *Parts Management Program (“PMP”).* Seller agrees and understands that the Prime Contract requires Buyer to establish, update, and execute a PMP in connection with the JLTV in accordance with MIL-STD-3018 (the program, the “**JLTV PMP**”). Seller agrees to comply with any requirements of Buyer’s JLTV PMP that are applicable to the Goods or Services.

8.8 *Additional Remedies.* To the extent Buyer may have paid for prototype tooling for the Goods under a separate purchase order or other agreement, then in order to ensure that Buyer could make full beneficial use of the rights provided in these Terms and Conditions and Order, Seller will provide the following for such Goods: (a) any prototype tools (e.g. dies and molds), including without limitation, any computer aided design data for such prototype tools, and (b) in each case as applicable, the specifications, bills of material, Seller information for any purchased components used in such prototype tools, and manufacturing process information regarding such prototype tools.