Trivedi Advanced Technologies LLC

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PURCHASING TERMS AND CONDITIONS

Version 1.0 — Effective September 30, 2026 • These Terms apply to all purchase orders issued by Trivedi Advanced Technologies LLC to its suppliers.

Definitions

"Purchaser" or "TAT" means Trivedi Advanced Technologies LLC, a Massachusetts limited liability company, 107 Otis St, Northborough, MA 01532 USA, issuing the purchase order ("Purchase Order" or "PO"). "Seller" means the person or company that accepts a PO from Purchaser or submits a quotation that Purchaser accepts. "Products" means the goods, materials, components, assemblies, tooling, software, and/or services identified in the PO. "Specifications" means the specifications, drawings, samples, and other requirements provided or approved by Purchaser, as modified only by mutual written agreement. "Incoterms® 2020" means the 2020 edition of the International Commercial Terms published by the International Chamber of Commerce. An "Accepted Order" is formed as described in Section 1.

1. Formation of Contract; Purchaser's Terms Control

A binding contract for the sale of Products (an "Accepted Order") is formed when (a) Purchaser submits a PO to Seller (including in electronic form), and (b) Seller accepts the PO in writing or begins performance or ships Products in response to it. Purchaser's agreement to buy the Products is expressly conditioned upon Seller's acceptance of these Terms. Purchaser hereby objects to, and rejects, any additional or different terms and conditions contained in Seller's quotations, acknowledgements, invoices, or other sales documents, none of which shall be binding upon Purchaser unless specifically agreed to in a writing signed by an authorized representative of Purchaser. Purchaser's failure to object to any provision in Seller's documents shall not be deemed an acceptance of, or a waiver of objection to, any such provision. In the event of a conflict between these Terms and the PO, the provision of the PO controls.

2. Prices; Delivery; Title and Risk

Prices stated on the PO are firm and not subject to increase for any reason, including changes in material, labor, tariff, or currency costs, without Purchaser's prior written consent. Seller's quotations are valid for thirty (30) days unless otherwise stated. Unless otherwise stated on the PO, delivery shall be DDP (Incoterms® 2020) the delivery address stated on the PO, and prices include packing, packaging, freight, customs, duties, and insurance to that address. Title and risk of loss pass to Purchaser upon delivery to the stated delivery address and acceptance. The PO number must appear on all invoices, packing slips, waybills, shipping labels, certificates of compliance, and other documents relating to the PO. Each shipment must include a packing sheet stating the PO number, part numbers, quantities, and lot/batch or date codes. Partial, early (more than five (5) business days before the scheduled date), or excess shipments may be accepted, refused, or returned at Seller's expense, at Purchaser's option.

3. Delivery Dates; Time of the Essence; Cover

Time is of the essence in Seller's delivery of Products on the delivery date stated in the PO. Seller shall immediately notify Purchaser in writing if it is or expects to be unable to deliver on time. If Seller fails to deliver conforming Products on time, Purchaser may, without liability and in addition to its other remedies, cancel all or part of the Accepted Order and purchase substitute goods elsewhere, and Seller shall be liable for Purchaser's reasonable additional costs of such cover and any resulting damages. Purchaser may reschedule delivery dates upon notice given prior to shipment without additional charge.

4. Inspection; Acceptance; Rejection

All Products are subject to Purchaser's inspection and testing, and payment shall not constitute acceptance. Purchaser may, within fifteen (15) business days following delivery, reject by written notice any Products that do not conform to the Accepted Order or the Specifications or that have defects, and may notify Seller of shortages or overages. At Purchaser's option, Seller shall promptly repair or replace rejected Products, refund the price paid, and/or make up shortages, with all shipping, inspection, and handling costs of nonconforming Products borne by Seller. Purchaser's acceptance does not waive Seller's warranty obligations. Purchaser (or its representative or customer) may, upon reasonable notice, inspect Seller's facilities and work in progress relating to the Accepted Order.

5. Quality; Change Control; Counterfeit Prevention; Traceability

Seller shall maintain a documented quality management system appropriate to the Products (certification to ISO 9001 or equivalent preferred, and required if stated on the PO), and shall, at Purchaser's request, execute a quality agreement. Seller shall notify Purchaser in writing, and obtain Purchaser's approval, prior to making any temporary or permanent change to the design, materials, manufacturing process, manufacturing location, sub-tier suppliers, or tooling used for the Products. Where stated on the PO, first article inspection and approval is required before production quantities ship.

Seller warrants that all electronic components and materials supplied are new and authentic, procured only from the original component manufacturer or its authorized distribution channel, and that no counterfeit or suspect-counterfeit parts will be delivered, consistent with industry counterfeit-avoidance standards (e.g., SAE AS5553/AS6081). If counterfeit or suspect-counterfeit parts are delivered, Seller shall, at its expense, promptly replace them with authentic conforming parts and shall be liable for all costs of removal, replacement, and associated testing. Seller shall maintain lot/date-code traceability records for Products and make them available to Purchaser on request, and shall provide certificates of conformance with each shipment where stated on the PO.

6. Seller Warranty

Seller expressly warrants that all Products delivered will: (a) conform strictly to the Specifications, drawings, samples, and other requirements of the Accepted Order; (b) be new, and free from defects in design (to the extent designed by Seller), materials, and workmanship; (c) be merchantable and fit and sufficient for the purposes intended; (d) be free of liens and encumbrances; and (e) comply with all applicable laws. These warranties survive inspection, delivery, acceptance, and payment, and extend for a period of twenty-four (24) months following delivery. Purchaser's remedies for breach include, at Purchaser's election, repair, replacement, or refund of the price paid, with all shipping and related costs borne by Seller. Repaired or replaced Products are warranted for the remainder of the original period or twelve (12) months from redelivery, whichever is longer. These warranties are in addition to any warranties provided by law or otherwise agreed.

7. Continuity of Supply; End of Life

Seller shall provide Purchaser with at least twelve (12) months' prior written notice of its intention to discontinue, or materially change, any Product supplied to Purchaser. Such notice entitles Purchaser to place a last-time-buy order at then-current pricing and terms. Unless otherwise agreed in writing, Seller shall ensure availability of the Product or replacement/repair parts for a period of at least five (5) years after the last shipment. Upon Purchaser's request, Seller shall provide a written supply-continuity plan covering production interruptions from unforeseen events.

8. Purchaser's Property; Intellectual Property

All designs, drawings, Specifications, engineering details, data, and other materials furnished by Purchaser, and all tooling, molds, fixtures, test equipment, and other items furnished by Purchaser or paid for by Purchaser (collectively, "Purchaser's Property"), are and remain the sole property of Purchaser. Seller shall mark Purchaser's Property as such, keep it free of liens, maintain and insure it at replacement value, use it solely to perform Accepted Orders for Purchaser, and return or deliver it to Purchaser in good condition upon request. Seller shall not use Purchaser's designs, Specifications, or Purchaser's Property to manufacture products for any other party, and shall not divulge, disclose, or distribute them. All inventions, improvements, and work product conceived or made by Seller specifically in the performance of an Accepted Order using Purchaser's designs, Specifications, or Confidential Information shall be the property of Purchaser. Seller warrants that the Products and their sale and use will not infringe any patent, trademark, copyright, or other intellectual property right of any third party, and shall defend, indemnify, and hold harmless Purchaser, its affiliates, successors, and customers from all claims, costs, and expenses (including reasonable attorneys' fees) arising from any actual or alleged infringement, except to the extent the Products are manufactured to designs furnished by Purchaser.

9. Confidentiality

Seller shall hold in strict confidence all non-public information disclosed by or on behalf of Purchaser — including designs, drawings, specifications, firmware, source or object code, product roadmaps, pricing, business plans, and customer information — whether or not marked confidential, shall use it solely to perform the Accepted Order, and shall not disclose it to any party without a legitimate need to know. These obligations survive completion or termination of the Accepted Order. Seller shall not advertise, publish, or make any public announcement concerning the Accepted Order or its relationship with Purchaser without Purchaser's prior written consent.

10. Compliance With Laws; Trade; Ethics

Seller shall comply with all applicable laws, rules, and regulations, including, without limitation: U.S. and international export control and customs laws (including the EAR and, where applicable, ITAR); applicable sanctions programs; anti-corruption laws (including the U.S. Foreign Corrupt Practices Act); environmental and substance regulations applicable to the Products (including EU RoHS Directive 2011/65/EU, EU REACH Regulation 1907/2006, TSCA, and California Proposition 65, in each case as applicable); conflict-minerals due-diligence obligations, including providing information on the industry-standard Conflict Minerals Reporting Template (CMRT) upon request; and all laws regarding child labor, forced labor, slavery, and human trafficking. Seller represents that neither it nor its principals appear on any U.S. government restricted- or denied-party list. Seller shall provide, with each shipment or upon request, accurate country-of-origin, Harmonized Tariff Schedule (HTS) classification, and Export Control Classification Number (ECCN)

information for each Product, and shall promptly notify Purchaser in writing of any change. Where the PO states that the Products support a U.S. Government contract, the FAR/DFARS flowdown clauses identified on the PO apply to the Accepted Order.

11. Indemnification; Insurance; Recalls

Seller shall indemnify, defend, and hold harmless Purchaser and its affiliates and their respective directors, officers, employees, and agents from and against any and all claims, liabilities, costs, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) any defect in the Products, (b) any negligent act or willful misconduct of Seller, or (c) Seller's breach of these Terms. Seller shall maintain workers' compensation, employer's liability, commercial general liability, and product liability insurance with limits of not less than two million US dollars (US $2,000,000) per occurrence for product liability, and shall furnish certificates of insurance upon request. If a recall, field action, or corrective action of Purchaser's products is attributable to a defect in or non-conformance of Seller's Products, Seller shall reimburse Purchaser for the reasonable costs and expenses of such action, and the parties will cooperate in good faith to minimize the impact.

12. Termination; Insolvency; Set-Off

Purchaser may terminate the Accepted Order, in whole or in part: (a) for convenience, at any time by written notice, in which case Purchaser's sole obligation shall be to pay the lesser of the PO price for terminated Products or the portion of the PO price reflecting the percentage of work performed prior to the notice, and Seller shall mitigate; (b) for default, if Seller fails to deliver on time, delivers nonconforming Products, or otherwise breaches the Accepted Order, without further obligation; or (c) immediately, without liability, if Seller becomes the subject of any bankruptcy, insolvency, receivership, or assignment-for-creditors proceeding. All claims for money due or to become due to Seller shall be subject to deduction or set-off by Purchaser for any counterclaim arising out of this or any other transaction with Seller.

13. General

Governing Law; Venue. The Accepted Order shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts located in the Commonwealth of Massachusetts shall have exclusive jurisdiction and venue over any dispute arising out of or relating to the Accepted Order.

Force Majeure. Neither party shall be responsible for failure to perform due to causes beyond its reasonable control, provided that Seller uses commercially reasonable efforts to avoid or remove the cause and Purchaser may cancel any delayed portion without liability.

Assignment; Subcontracting. Seller may not assign, transfer, or delegate the Accepted Order, or subcontract its material obligations, without Purchaser's prior written consent.

Independent Contractor. Seller is an independent contractor; nothing herein creates any agency, partnership, or joint venture.

Non-Waiver; Severability. A party's failure to insist on performance of any term shall not be a waiver of that or any other term. If any provision is held invalid or unenforceable, the remainder of these Terms continues in full force and effect.

Notices. Notices must be in writing and may be given by email to the address on the PO (for Purchaser: sales@trivedi.io) with confirmation of transmission.

Entire Agreement. The Accepted Order, including these Terms and any documents incorporated on the face of the PO, is the entire agreement between the parties regarding the Products and supersedes prior communications; provided that any signed supply or master agreement between the parties controls to the extent of a conflict. No modification is effective unless in writing and signed by both parties.

Survival. Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 survive delivery, acceptance, payment, and termination.