

**DELVA TOOL & MACHINE, LLC**  
**SUPPLIER TERMS & CONDITIONS**

THESE SUPPLIER TERMS AND CONDITIONS (THESE “TERMS”) TOGETHER WITH: (I) ANY PURCHASE ORDER(S) ISSUED BY DELVA; AND/OR (II) ANY ORDER FORM(S), STATEMENT(S) OF WORK, OR SIMILAR DOCUMENTS EXECUTED BY BOTH PARTIES THAT INDICATE THAT THEY ARE GOVERNED BY OR SUBJECT TO THESE TERMS (EACH, AN “ORDERING DOCUMENT” AND COLLECTIVELY WITH THESE TERMS AND ANY ADDITIONAL TERMS LINKED BELOW OR OTHERWISE REFERENCED HEREIN, COLLECTIVELY, THE “AGREEMENT”) SET FORTH THE TERMS AND CONDITIONS THAT APPLY TO ANY PURCHASE OF GOODS, RECEIPT OF SERVICES OR DELIVERABLES AND/OR USE OF SOFTWARE BY DELVA AS PROVIDED BY SUPPLIER PURSUANT TO THE APPLICABLE ORDERING DOCUMENT(S).

**APPLICABILITY**

As used herein, the term “Delva” shall mean Delva Tool & Machine, LLC D/B/A Mill Creek Machining and/or any of its affiliated legal entities indicated on the applicable Ordering Document(s). The term “Supplier” shall mean the legal entity providing the Goods (as hereafter defined), rendering any services to be provided (“Services”) or making delivery of any Good or product or rendering any Service (“Deliverables”) identified on the Ordering Documents and such Supplier’s Affiliates. “Affiliate” shall mean with respect to a party hereto, any legal entity, whether existing now or in the future, that either directly or indirectly controls, is controlled by or is under common control with such party. Any capitalized terms used but not defined in these Terms will have the meanings set forth in the Additional Terms linked below.

**CONTROLLING DOCUMENT/ENTIRE AGREEMENT**

The terms and conditions of the Agreement constitute the entire agreement of the parties with respect thereto and cancel and supersede all prior communications, understandings and agreements (oral or written). The terms and conditions of this Agreement shall prevail over any of Supplier’s additional terms or amendments, including, without limitation, any additional or inconsistent terms or conditions contained in any sales quotation, order acknowledgment, order confirmation, invoice provided by Supplier, online (clickwrap, browsewrap, or other) posted terms and conditions or privacy policy of Supplier or otherwise, regardless of whether or when Supplier has submitted its confirmation, and this clause shall constitute notice to Supplier of Delva’s rejection of any such additional terms or amendments. In the event of a conflict between these Terms (including any Additional Terms) and an Ordering Document, the terms of the applicable Ordering Document will govern and control.

**GENERAL TERMS**

The following terms and conditions shall apply to all Ordering Documents.

I. TERM

The Agreement is effective as the date of the applicable Ordering Document and shall continue in force and effect as set forth in the Ordering Document.

II. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

“Confidential Information” means information disclosed by one party to the other that is marked as confidential or proprietary or that could reasonably be understood to be confidential or proprietary, including, without limitation, any research, products, services, developments, inventions, discoveries, ideas, concepts, software, designs, drawings, engineering, specifications, documentation, processes, techniques, models, source code, object code, diagrams, flow charts, procedures, business and marketing plans or strategies, business opportunities, financial information, pricing information, sales information, client, customer and supplier information, and the terms of any Ordering Document. Confidential Information excludes information that (i) is or becomes publicly available other than as a result of a disclosure by the recipient in violation of these Terms or other obligation of confidentiality, (ii) is, as evidenced by recipient’s written records, in its possession prior to its being furnished to recipient, provided that the source of such information was not known by recipient to be prohibited from disclosing such information by a legal, contractual or fiduciary obligation or (iii) is or becomes, as evidenced by recipient’s written records, available to recipient on a nonconfidential basis from a source (other than the disclosing party) not known by recipient to be prohibited from disclosing such information to recipient by a legal, contractual or fiduciary obligation.

The recipient agrees to keep the Confidential Information confidential and treat it with no less degree of care than recipient treats its own confidential information (and, in any event, not less than a reasonable degree of care) and will not (except as required by applicable law, regulation or legal process), without the disclosing party’s prior written consent, (i) disclose any Confidential Information in any manner whatsoever, in whole or in part, and (ii) will not use any Confidential Information other than in connection with the fulfillment of its obligations under the Agreement; provided, however, that recipient may reveal the Confidential Information or portions thereof to its representatives (a) who need to know the Confidential Information for the purpose of fulfilling its obligations under the Agreement, (b) who are informed by recipient of the confidential nature of the Confidential Information and (c) who are directed by recipient and have expressly agreed to treat the Confidential Information in a manner consistent with these Terms. Recipient will be responsible for any breach of these Terms by any of its representatives. The disclosing party shall retain its entire right, title, and interest, including all intellectual property rights, in and to all Confidential Information.

### III. FEEDBACK

Supplier may from time to time provide suggestions, comments or other feedback ("Feedback") to Delva. Supplier agrees that all Feedback is and shall be given voluntarily. Feedback, even if designated as confidential by Supplier, shall not, absent a separate written agreement, create any confidentiality obligation for, or upon, Delva. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Delva shall be free to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit (entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise) or to pay any royalties or other compensation in connection therewith.

### IV. PURCHASE ORDER

A purchase order ("Purchase Order") is an offer by Delva to purchase the goods and/or services described on the face of the Purchase Order (the "Goods") from the Supplier. By accepting the Purchase Order, shipping goods, or commencing performance, Supplier agrees to be bound by the terms and conditions therein and herein. Any reference to Supplier's quotation or similar document is solely for the purpose of describing the goods or services and does not incorporate any of the Supplier's terms and conditions. No additional or different terms proposed by Supplier shall become part of the Purchase Order unless specifically agreed to in a signed writing by an authorized representative of Delva. Each shipment received by Delva from Supplier shall be deemed to be only upon the terms and conditions stated in the Agreement, notwithstanding any terms and conditions that may appear in Supplier's quotation, acknowledgment, invoice, or other communication, and notwithstanding Supplier's acceptance or payment for the goods. Supplier shall ship only the quantities and materials specified on the Purchase Order. No substitutions, changes in product, price, process, or definition of work may be made without prior written approval from an authorized representative of Delva.

### V. DELIVERY & RISK OF LOSS

Supplier shall deliver the Goods described on, in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"), tagged with the applicable Purchase Order number. If no delivery date is specified, Supplier shall deliver the Goods within [●]<sup>1</sup> days of Supplier's receipt of the Purchase Order. Delva requires 100% On-Time Delivery and Supplier acknowledges and agrees that TIME IS OF THE ESSENCE with respect to the Delivery Date. In the event the Supplier expects to be unable to meet the specified Delivery Date, Supplier must notify Delva and provide a revised delivery date. If Supplier fails to deliver the Goods in full on the Delivery Date, Delva may terminate this Agreement immediately by providing written notice to Supplier and Supplier shall indemnify Delva against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the

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Delivery Date. Delva has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such Goods on the Delivery Date.

All Goods are to be furnished freight on board (FOB) to the address specified by Delva on the Purchase Order, during Delva's normal business hours or as otherwise instructed by Delva. Supplier shall pack all goods for shipment according to Delva's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide Delva prior written notice if it requires Delva to return any packaging material. The entire risk of loss, injury, or destruction of the Goods, regardless of the FOB point and cause, shall be borne by Supplier until the Goods are delivered to and accepted by Delva as set forth in these Terms. All orders are subject to weight and count as determined by Delva.

VI. INSPECTION & ACCEPTANCE

The Goods shall be subject to inspection by Delva on or after the Delivery Date. Delva, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines, in its discretion, that the Goods are nonconforming or defective, whether such determination is made as a result of such inspection, or by analysis, use, or further inspection at any time thereafter even though the Goods may have been previously inspected and accepted. If Delva rejects any portion of the Goods, Delva has the right, effective upon written notice to Supplier, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; (c) return the rejected Goods to Supplier for rework at no charge to Delva; or (d) reject the Goods and require replacement of the rejected Goods. If Delva requires replacement of the Goods, Supplier shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Delva may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Agreement for cause. Any inspection or other action by Delva under this Section shall not reduce or otherwise affect Supplier's obligations under the Agreement, and Delva shall have the right to conduct further inspections after Supplier has carried out its remedial actions upon delivery. Without limiting anything in this Section of these Terms, Test report(s) and certificate of conformance are required at time of delivery, when applicable, and first piece inspection (FAI) may be required on machined parts when requested by Delva. Supplier shall ensure that all products and materials are of new manufacture and are free of foreign object debris (FOD).

VII. PAYMENT

Invoices are to be submitted by Supplier and shall specify the Purchase Order number that appears on the face hereof, the Goods, the shipment date, and the method of shipment.

Payment due dates and cash discounts, if any, shall be computed from the time of the receipt of the invoice or the goods, whichever occurs later. Payment terms are NET 60 unless special arrangements are agreed to prior to the issuance of a Purchase Order.

Supplier will be paid the stated price on the Purchase Order. If a specific price is not stated on the purchase order, the Goods shall be sold at the lower of (i) the price last quoted by Supplier to Delva for the same Goods, or (ii) the price set out in Supplier's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs, insurance, customs duties, [tariffs]<sup>2</sup> and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Delva. Delva shall not be responsible for any incorrect price on the Purchase Order.

Delva will pay the undisputed portion of Supplier's invoices therefor in accordance with the timing specified on the Ordering Document, or if no timing is specified on the Ordering Document then within sixty (60) days after Delva's receipt of the undisputed invoice unless special arrangements are agreed to prior to the issuance of a Purchase Order.

Supplier shall ensure that each invoice contains a reasonable level of detail as is necessary for Delva to determine that such invoice has been billed in accordance with the terms and conditions of the Agreement, including, without limitation, to the extent applicable: (i) reference to the applicable Delva purchase order number; (ii) each applicable tax; and (iii) any other information specified in any Ordering Documents or otherwise requested by Delva from time to time. All payments due to Supplier pursuant to an Ordering Document are subject to offset, which may be applied by Delva in its sole and absolute discretion from time to time and at any time for any amounts owed by Supplier to Delva.

If Delva disputes any amount contained on an invoice (each, a "Billing Dispute"), Delva will notify Supplier in writing of the nature of the Billing Dispute as promptly as practicable after its determination that such a dispute exists. Delva may withhold payment of the disputed amounts, and such payment will not be considered past due, nor shall Delva be considered to be in breach or default of the Agreement, while the parties work in good faith to resolve the Billing Dispute. The parties will work in good faith to resolve each Billing Dispute within thirty (30) days following the date on which Supplier received Delva's notification thereof. If the parties are unable to resolve the Billing Dispute within such thirty (30) day period, it may be resolved pursuant to the dispute resolution section of the Agreement

VIII. COMPETENCY OF PERSONNEL

Supplier shall ensure competency of personnel, including necessary qualifications if requested. Supplier shall ensure that persons are aware of their contribution to product conformity, product safety, and the importance of ethical behavior.

IX. CHANGES

If for any reason changes to the processes, products, services, or non-conforming product occur, including changes involving any external third parties or manufacturing locations, Supplier must notify and seek preapproval from Delva. This includes any external parties/suppliers that may have been included in all supplier agreements with Supplier.

X. COUNTERFEIT PARTS

Supplier agrees and shall ensure that counterfeit work is not delivered to Delva. Supplier shall only purchase products to be delivered or incorporated as work to Delva directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain, work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Delva. Supplier shall immediately notify Delva with the pertinent facts if Supplier becomes aware or suspects that it has furnished Counterfeit work. When requested by Delva, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

XI. REMEDIES

The remedies specified herein for breach of warranty, or other default on the part of Supplier, shall be cumulative and in addition to any other or further remedy provided by the UCC or other applicable law.

XII. TAXES

The price stated on a Purchase Order shall be deemed to include any and all taxes and other governmental charges, now imposed or hereafter becoming effective, upon the production, sale, shipment, or use of the goods and Supplier shall pay and discharge all such taxes and charges without reimbursement from Delva.

XIII. INSURANCE

In addition to any specific insurance coverage requirements set forth in any Ordering Document, Supplier shall, at all times, during the term maintain any insurance coverage that is required by law or as is the common practice in Supplier's business, which may include, without limitation, health, workers' compensation, unemployment compensation, disability, liability, or auto insurance. Upon request, Supplier shall promptly provide Delva

with certificates of insurance or evidence of coverage reflecting that it is in compliance with the foregoing. Notwithstanding the generality of the foregoing, Supplier shall always maintain adequate insurance coverage for any Delva property under the care, custody or control of Supplier during its performance of its obligations under the Agreement. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Delva's insurers and Delva.

#### XIV. TERMINATION

In addition to any termination rights set forth in any Ordering Document and/or the Additional Terms, Delva may immediately terminate the Agreement and/or any Ordering Document upon written notice to Supplier if: (i) Supplier is in breach of the Agreement and, if curable, fails to cure such breach with ten (10) days of notice thereof; or (ii) Supplier files a petition in bankruptcy, becomes insolvent, or dissolves. Unless otherwise specified in an Ordering Document, Delva shall only be liable for any Goods properly provided or Services properly performed through the date of termination.

Termination of the Agreement is not an exclusive remedy and the exercise of either party of any remedy under the Agreement will be without prejudice to any other remedies it may have under the Agreement, by law or otherwise.

#### XV. REPRESENTATIONS & WARRANTIES

Supplier warrants to Delva that all Goods will:

- (a) be free from any defects in workmanship, material and design;
- (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Delva;
- (c) be fit for their intended purpose and operate as intended;
- (d) be merchantable
- (e) be of new manufacture and free of foreign object debris (FOD);
- (f) be free and clear of all liens, security interests or other encumbrances; and
- (g) not infringe or misappropriate any third party's patent or other intellectual property rights.

Supplier further warrants to Delva that it shall manufacture and furnish the Goods using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Delva.

The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Delva's discovery of the noncompliance of the Goods with the foregoing warranties. If Delva gives Supplier notice of noncompliance pursuant to this Section, Supplier shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Delva and the delivery of repaired or replacement Goods to Delva, and, if applicable, (ii) correct or re-perform the applicable services.

**XVI. GENERAL INDEMNIFICATION**

Supplier shall defend, indemnify and hold harmless Delva and Delva's parent company, subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods purchased from Supplier or Supplier's negligence, willful misconduct or breach of the Terms. Supplier shall not enter into any settlement without Delva's prior written consent.

**XVII. COMPLIANCE WITH LAW**

Both parties shall comply with, and Supplier shall ensure that its permitted subcontractors comply with, all applicable laws and regulations in their performance under the Agreement (including, without limitation, the applicable laws, orders, policies and regulations of the jurisdiction in which Goods, Services, or Deliverables are provided, including, without limitation, those relating to import, export and re-export of commodities, privacy, labor and employment, anti-discrimination and anti-harassment, freedom of association, environmental protection, hazardous substances management, pollution prevention and resource sustainability, waste management, recycling, protection of intellectual property, and anti-bribery and anti-corruption).

Notwithstanding the generality of the foregoing, both parties shall comply with, and Supplier shall ensure that its permitted subcontractors comply with, all applicable laws and regulations enacted to combat bribery and corruption, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act, the International Traffic in Arms Regulation (ITAR), the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where any Goods, Services, or Deliverables are provided. Supplier agrees to meet expectations per Dodd-Frank Conflict Minerals Statement.



Supplier confirms that (i) it is not a foreign corporation; (ii) it is not a representative of a foreign interest (RFI); and (iii) agrees to notify Delva of any change in status set forth above.

In support thereof, from time to time, upon Delva's request, Supplier shall promptly complete a certificate representing and warranting to Delva its ongoing compliance with any and all laws and regulations applicable to its performance under the Agreement, as well as to furnish to Delva any information Delva reasonably determines is necessary for it to ascertain that Supplier is performing in compliance therewith. Supplier to provide safety data sheets (SDS) when applicable.

Supplier and any permitted subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, gender identity, sexual orientation, sex, or national origin. Moreover, these regulations require that Supplier and any permitted subcontractor take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

#### XVIII. ASSIGNMENT/SUBCONTRACTING

No right or obligation under the Agreement may be assigned by Supplier without the prior written consent of Delva, and any purported assignment without such consent will be null and void ab initio. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

Unless otherwise specified in an Ordering Document, Supplier may not subcontract its performance hereunder without the prior express approval by Delva in advance in writing (email is sufficient). To the extent any subcontracting is specified in an Ordering Document or otherwise authorized by Delva in writing in advance, Supplier will: (i) remain directly responsible to Delva for the acts or omissions of each subcontractor; and (ii) ensure that each subcontractor is bound in writing to terms at least as protective of Delva as the terms and conditions of the Agreement, and including customer requirements, when subcontracting in accordance with AS9100 Rev. D.

#### XIX. RECORDS/AUDIT RIGHTS

Unless otherwise specified in an Ordering Document, Supplier will keep and maintain complete and accurate records relevant to its performance under the Agreement and will retain those records for as long as is required by law and/or as is the common practice in Supplier's business. Supplier shall retain any and all quality records associated with the purchase order in accordance with good ISO/AS practices. Documents shall be retained for

10 years minimum, and documents/records shall be shredded once they are ready for disposal.

Supplier agrees to give access to Delva, Delva's customer, and regulatory authorities to all facilities and records associated with this order the right of entry as required. Delva or its nominee may, upon reasonable notice to Supplier, audit those relevant records of Supplier to ensure its compliance with the terms and conditions of the Agreement. Any such audit shall be conducted in a manner as to not unreasonably interfere with Supplier's business activities. If any such audit reveals that Supplier has breached any material term of the Agreement (as determined by Delva in its reasonable determination), then Supplier shall pay Delva's costs and expenses of conducting such audit and promptly remedy the breach.

XX. NOTICES

All notices required or permitted by the Agreement must be in writing addressed to an authorized representative of the other party. In the case of a notice to Supplier, such notice will be deemed given when sent by confirmed email to an authorized representative of Supplier as specified in the applicable Ordering Document. In the case of a notice to Delva, such notice will be deemed given when sent by confirmed email to an authorized representative of Delva.

XXI. INDEPENDENT CONTRACTOR

Supplier is an independent contractor, and no partnership or joint venture shall be deemed to exist between them as a result of the relationship contemplated hereby. The Agreement does not constitute authority for Supplier to act for Delva as its agent or make commitments for Delva. Supplier shall be responsible for all costs and expenses incident to providing the Goods, Services, or Deliverables.

XXII. SEVERABILITY

If any provision of the Agreement is held invalid or unenforceable to any extent or in any application, the remainder of the terms of the Agreement, or the application thereof to different persons or circumstances or in different jurisdictions, shall not be affected thereby.

XXIII. GOVERNING LAW

Unless otherwise specified in an Ordering Document, this Agreement shall be governed by the laws of the State of Delaware, without reference to conflict of laws principles.

XXIV. DISPUTE RESOLUTION, JURISDICTION AND VENUE

If there is a dispute between the parties arising out of, or in connection with, the Agreement the parties agree that they will first attempt to resolve the dispute through good faith negotiations between one or more senior management members of each party. If either party believes that such negotiations will not result in a resolution, then it shall so notify

the other party and thereafter either party may commence litigation in the state or federal courts in Delaware. The parties irrevocably submit to the exclusive jurisdiction of those courts and agree that final judgment in any action or proceeding brought in such courts will be conclusive and may be enforced in any other jurisdiction by suit on the judgment (a certified copy of which will be conclusive evidence of the judgment) or in any other manner provided by law. Each party irrevocably waives to the fullest extent permitted by applicable law: (i) any objection it may have to the laying of venue in any court referred to above; (ii) any claim that any such action or proceeding has been brought in an inconvenient forum; and (iii) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process.

#### XXV. SURVIVAL OF OBLIGATIONS

Any rights and obligations that by their nature extend beyond the expiration or termination of the Agreement shall survive the expiration or termination of the Agreement, including, without limitation, each party's confidentiality obligations.

#### XXVI. FORCE MAJEURE

Neither party will be liable for any failure to perform, caused by circumstances beyond its reasonable control and not reasonably foreseeable and preventable, including, without limitation, fire, earthquake, flood, acts of God, acts of war, acts or terrorism, government action, pandemic, epidemic, or other similar catastrophic occurrences (each, a "Force Majeure Event"). The obligations of a party that are prevented from being performed ("Non-performing Party") by a Force Majeure Event shall be extended on a day-to-day basis for the time period that the Force Majeure Event prevents such performance, so long as the Non-performing Party: (i) promptly notifies the other party of the occurrence of the Force Majeure Event, its effect on performance, and how long it is expected to last; (ii) updates such information as reasonably necessary; and (iii) uses reasonable efforts to limit any loss or damages to the other party, mitigate the delay, and resume performance as soon as practicable. Should a Force Majeure Event continue for more than ten (10) consecutive days, Delva may terminate the Agreement and/or any impacted Ordering Document upon written notice to Supplier, will have no liability in connection therewith and shall be entitled to a refund of any amounts paid in connection with any Goods that have yet to be delivered, Services that have yet to be performed.

#### XXVII. NO WAIVER

No failure or delay of either party in exercising at any time any of its rights, powers or remedies under the Agreement, in exercising any election or option provided herein, or in requiring the performance by the other party of any of the provisions herein will in any way be construed to be a waiver of such provisions, and any waiver of any provision granted on one occasion shall not be deemed a waiver of such provision on other occasions.

XXVIII. CHANGES TO THESE TERMS AND ADDITIONAL TERMS

The version of these Terms and any Additional Terms in effect as of the date of the applicable Ordering Document(s) will govern the provision of Goods or Services. Delva shall at all times have the right to make changes to these Terms and any Additional Terms provided that such changes shall only apply to any Ordering Document subsequently entered into by the parties.

Rev.5 Date: 12/2025