



PURCHASE ORDER

TERMS & CONDITIONS

1. Agreement to Terms

Acceptance of a Purchase Order ("PO") issued by Fluent Conveyors, LLC ("Fluent") by any means, including written confirmation, shipment of goods, commencement of work, or acceptance of payment, constitutes Vendor's agreement to be bound by these Purchase Order Terms & Conditions ("Terms"). These Terms supersede any conflicting terms proposed by Vendor, unless expressly accepted in writing by Fluent.

2. Confidentiality & Data Protection

A. Vendor acknowledges that in the course of its obligations pursuant to this Agreement, it may obtain certain confidential or proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to:

- Product designs, specifications, drawings, CAD files, and engineering data.
- Manufacturing processes, methods, and quality standards.
- Pricing, cost data, purchase quantities, and sourcing details.
- **All customer-related data**, including names, addresses, contact information, and details of products or services sold to the customer.
- Any third-party data provided to Vendor in connection with the PO.

Vendor hereby agrees that all such Confidential Information communicated to it by Fluent or its representatives, whether before or after the date of a PO, shall be and was received in strict confidence, shall be used only for the purposes of the relationship set forth in the PO, and shall not be disclosed without the prior written consent of Fluent, subject to the following limitations: Information will not be considered Confidential Information if, at the time of its disclosure: (i) it is or becomes publicly known through no wrongful act of the recipient; (ii) it is received from a third party without similar restrictions and without breach of these Terms or any PO; (iii) it is independently developed by the recipient; or (iv) it is lawfully required to be disclosed to a government agency or is otherwise required to be disclosed by law. This provision shall not modify any rights or duties outlined in any Non-Disclosure Agreement signed by the Parties, and any conflict between this provision and any Non-Disclosure Agreement signed by the Parties shall be resolved in favor of the more restrictive agreement.

B. No Release; Return or Destruction. Vendor agrees (a) not to release or disclose, or permit to be released or disclosed, any Confidential Information addressed in Section 2.A to any other person, except its representatives who need to know such confidential and proprietary information in their capacities as such (who shall be advised of their obligations hereunder with respect to such confidential and proprietary information) and except in compliance with Section 2.D. Without limiting the foregoing, Vendor will promptly after request of Fluent either return to Fluent all confidential and proprietary information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or notify Fluent in writing that it has destroyed such information (and such copies thereof and such notes, extracts or summaries based thereon).

C. Privacy and Data Protection Laws. Vendor shall comply with all applicable state, federal and foreign privacy and data protection laws that are or that may in the future be applicable to the supply of Vendor's products and provision of related services and manufacturing activities under these Terms.

D. Disclosure Process. In the event that Vendor or any of its representatives either determines on the advice of its counsel that it is required to disclose any information pursuant to applicable law or receives any request or demand under lawful process or from any Governmental Authority to disclose or provide information of Fluent (or any of its

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representatives) that is subject to the confidentiality provisions hereof, Vendor shall notify Fluent (to the extent legally permitted) as promptly as practicable under the circumstances prior to disclosing or providing such information and shall

cooperate, at the expense of Vendor, in seeking any appropriate protective order requested by Fluent. In the event that Vendor fails to receive such appropriate protective order in a timely manner and the Vendor reasonably determines that its failure to disclose or provide such information shall actually prejudice Vendor, then the Vendor may thereafter disclose or provide information to the extent required by such law (as so advised by its counsel) or by lawful process or such Governmental Authority and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such confidential and proprietary information, and the Vendor shall promptly provide Fluent with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all persons to whom such information was disclosed, in each case to the extent legally permitted.

E. Injunctive Relief. It is understood and agreed that money damages may not be a sufficient remedy for any breach of this Section 2, and that Fluent may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Section 2 but shall be in addition to all other remedies available at law or equity to Fluent.

F. Separate Non-Disclosure Agreement. If Vendor has entered into a separate NDA with Fluent, the terms of such NDA shall be incorporated herein and, in the event of any discrepancy between the NDA and this Section 2, the more restrictive term shall apply.

G. Survival. Subject to Section 2.D, the obligations in this Section 2 shall survive any expiration or termination of any PO. All Confidential Information remains protected indefinitely unless otherwise agreed in writing by Fluent. Vendor may not assign, transfer, or subcontract any PO or any right or obligation thereunder, without Fluent's express written consent, which may be withheld for any reason. Any purported assignment, transfer, or subcontract without such consent will be void and ineffective. Fluent may assign any PO to any affiliate or related to a change of control without the consent of Vendor. Any assignee shall be fully bound by these Terms and shall acknowledge the same in writing before any assignment will be valid.

3. Intellectual Property

All designs, drawings, specifications, software, and other materials supplied or paid for by Fluent remain Fluent's exclusive property and shall not be used for any purpose other than fulfilling the PO. No license or transfer of intellectual property rights is granted except as necessary to perform under the PO.

4. Delivery & Title

- A. Time is of the essence. Delivery shall be in accordance with the dates, quantities, and specifications stated in the PO.
- B. Risk of loss and title shall pass to Fluent only upon delivery and written acceptance at the designated destination.

5. Quality & Warranties

- A. Vendor warrants that all goods and services will conform to specifications, be free from defects in material and workmanship, and be of merchantable quality and fit for the intended purpose.
- B. Vendor shall promptly repair or replace defective goods or services at no cost to Fluent.

6. Compliance

Vendor shall comply with all applicable federal, state, and local laws, including labor, safety, and environmental regulations, and shall maintain all necessary licenses and permits.

7. Indemnification

Vendor shall defend, indemnify, and hold harmless Fluent, its affiliates, and their officers, employees, and agents from all claims, damages, liabilities, and expenses arising out of Vendor's performance, including defects, delays, IP infringement, or failure to comply with these Terms.

8. Termination

Fluent may cancel the PO in whole or in part at any time, without liability, for cause (including breach, late delivery, nonconforming goods, or insolvency) or for convenience with written notice.

9. Remedies

Fluent's remedies are cumulative and in addition to those available at law or in equity. Vendor acknowledges that breach of confidentiality or IP obligations will cause irreparable harm entitling Fluent to injunctive relief without posting bond.

10. Governing Law & Jurisdiction

These Terms and all POs shall be governed by the laws of the State of Colorado, without regard to conflict of laws principles. Vendor consents to exclusive jurisdiction in the state and federal courts located in Colorado.

11. Entire Agreement

These Terms, together with the PO and any written agreements between the parties, including any NDAs, constitute the entire agreement for the purchase and supersede all prior or contemporaneous communications, unless expressly modified in writing and signed by Fluent.

NOTICE:

These Purchase Order Terms & Conditions apply to all POs issued by Fluent Conveyors, LLC. The current version is available at: <https://www.fluentconveyors.com/content/terms-conditions>