



1. General and Acceptance of Terms

(a) A purchase order (“PO”) issued by SYMBOTIC LLC (“SYMBOTIC”) to Supplier for the procurement of goods, materials, supplies, articles, equipment, structures, work or services (“Items”) is an offer by SYMBOTIC to Supplier for the purchase of such Items. A PO does not constitute an acceptance by SYMBOTIC of any prior proposal, quotation or offer by Supplier. Any reference in the PO to conditions of the Supplier’s proposal, quotation or offer shall be for reference only and effective only to the extent to which the PO and these Terms are not inconsistent with or such reference.

(b) A PO will be solely governed by the express terms of the PO, these Terms and any subsequent PO amendments. Any modifications proposed by Supplier are expressly rejected by SYMBOTIC and shall not become part of the purchase agreement unless specifically agreed to in writing by SYMBOTIC.

(c) Supplier’s (i) written acceptance of the PO or (ii) commencement of performance of that which forms the subject matter of the PO shall constitute acceptance by Supplier of all of these Terms, unmodified and in their entirety. Once accepted, such PO together with these Terms will be the complete and exclusive statement of the purchase agreement between SYMBOTIC and Supplier and supersedes all prior understandings, quotations, proposals, clickthrough agreements, or other communications relating to the subject matter of the PO.

(d) SYMBOTIC may cancel a PO at any time (without liability) prior to acceptance by Supplier.

(e) SYMBOTIC may, at any time by written notice to Supplier, change the quantity, design processing, method of packing, shipping and the date or place of delivery of the Items. If any such change affects Supplier’s cost or timing, SYMBOTIC will adjust the purchase price and delivery schedule equitably.

(f) In the event of any inconsistency or conflict between these Terms and a PO the provision contained on the PO shall control and take precedence. SYMBOTIC’s specifications shall prevail over specifications of Supplier. IN the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by SYMBOTIC, and samples over designated type, part number or catalog description.

2. Scope of Performance / Modifying the Scope of Performance / Spare Parts

(a) The scope of the work or services to be performed by the Supplier arises primarily from the specifications, the description agreed to in the PO, and these Terms.

(b) Supplier must carefully review the specifications, work descriptions, and any other information, materials, parts, and other items made available to the Supplier with respect to the PO (“Objects”). Supplier must determine suitability of the Objects for the use intended by SYMBOTIC and SYMBOTIC’s end customer. If, based upon this review, Supplier believes that it is

necessary or advisable to make modifications or adjustments to the Objects or to the Items, Supplier must inform SYMBOTIC, in writing, without undue delay. Upon receipt of such notice SYMBOTIC will, thereafter, inform Supplier what modifications, if any, the Supplier must make. If the Supplier believes that such modifications may give rise to a change in the cost of the Items, or that the agreed to delivery dates cannot be complied with, then the Supplier must inform SYMBOTIC of such without undue delay. The parties shall mutually agree to reasonable modifications of the PO necessitated by such modifications. If an agreement is not reached within a reasonable period of time, SYMBOTIC shall be entitled to equitably decide the modifications in its sole discretion.

(c) Supplier must ensure that it obtains knowledge of all important data and circumstances required for performing the PO. If Supplier requires additional information from SYMBOTIC it must make such request, in writing.

(d) In performing its obligations, the Supplier must observe all rules, norms, laws, regulations, statutes and other applicable legal requirements including, but not limited to regulations with respect to: environmental protection; hazardous substances and goods; safety; OSHA; accident prevention; technical-safety regulations as well as the applicable SYMBOTIC standards.

(e) Supplier shall advise SYMBOTIC of any permit and reporting obligations required by the public authorities, if any, for the import and operation of the Items. Supplier shall comply with all export-control regulations and, no later than at the time of delivery, notify SYMBOTIC in writing of any export-control marking of the Items or parts thereof. For each Item, or part thereof, affected by the export control, the relevant export-control list and the list position must be designated.

(f) SYMBOTIC may request modifications to the Items at any time. Supplier shall comply with any such request and make the modifications without undue delay. If Supplier believes the requested modifications would give rise to an increase in the cost of the Items, or that the agreed to delivery dates cannot be met, then the Supplier must inform SYMBOTIC, in writing, without undue delay. SYMBOTIC and Supplier shall endeavor to agree to any reasonable change to the PO caused by the modifications. However, if a consensus is not reached within a reasonable period of time, SYMBOTIC shall be entitled to make the adjustment, in its sole discretion, as it considers fair.

(g) A PO may not be assigned, subcontracted or delegated in whole or in part by Supplier without first obtaining SYMBOTIC’s prior written consent, which consent SYMBOTIC may withhold in its absolute discretion. In the event of such assignment or any approved subcontract, Supplier shall ensure flow down of all of these Terms in their entirety to the assignee and/or subcontractor. Any purported assignment, delegation or subcontracting by Supplier without SYMBOTIC’s consent shall be void. SYMBOTIC may assign a PO to (i) any affiliated company, (ii) any successor in interest or (iii) SYMBOTIC’s customer. Supplier shall promptly notify SYMBOTIC in writing of any organizational changes made by Supplier, including name or ownership changes, mergers or acquisitions.

(h) Prior to commencement of fabrication of Items, all fabrication documents must be submitted by the Supplier to SYMBOTIC for approval. Approval of such documents by SYMBOTIC does not affect the Supplier’s obligations or liability to SYMBOTIC or third parties under the PO or governing law.

(i) The Supplier warrants for a period of ten (10) years after delivery of the Items that it will be able to supply SYMBOTIC with additional Items, or parts thereof as spare parts.

(j) Supplier (and all of its subcontractors) must maintain all records regarding each PO and Items supplied by it to SYMBOTIC for the period defined in the applicable customer specific specification. If no customer requirement is specified, the record retention period is (3) three years.

3. Prices / Terms of Payment

(a) The purchase price is a flat-rate fixed price unless an account settlement based on time (hourly rates) and materials has been expressly agreed in writing. Unless other terms of payment have been agreed to, payment net will be made within 60 days from the Symbotic’s receipt of the undisputed invoice.

(b) Invoices must include the following information: allocation to an account; unloading location; supplier number; PO number; part number; number of units; and unit price. The invoice must also contain all information entitling the deduction of input tax, (particularly the tax number or turnover- tax identification number), invoice number, and any other information that must be included in a Supplier’s invoice under governing law. If the invoice fails to include the foregoing data, SYMBOTIC shall not be obligated to pay the stated turnover tax. If, because of an improper invoice, SYMBOTIC is not entitled to deduct input tax, then the Supplier must reimburse SYMBOTIC the turnover tax paid.

(c) SYMBOTIC may choose the form of payment. Supplier will participate in SYMBOTIC’s self- billing or electronic funds transfer procedure when requested to do so.

(d) Supplier agrees all accounts with SYMBOTIC will be administered on a net settlement basis and that SYMBOTIC may set off and recoup debits and credits against any of Supplier’s accounts without additional notice to Supplier. SYMBOTIC has the right to set off with, or against, matured, unmatured, and future claims (regardless of the legal basis or merit thereof) to which SYMBOTIC or Symbotic Canada ULC is entitled against the Supplier, or which the Supplier is entitled to against Symbotic Canada ULC. Supplier agrees that any security granted to SYMBOTIC also serves to secure claims that Symbotic Canada ULC may have against the Supplier.

(e) The Supplier may not assign its obligations or rights under a PO to any third party without the prior written approval of SYMBOTIC. Supplier is only entitled to set off claims against SYMBOTIC if the claim is undisputed or if it has been judicially determined as final, conclusive and non-appealable order of a court with competent jurisdiction.

(f) Supplier may not increase prices for Items without at least thirty (30) days prior written notice to, and consent of, SYMBOTIC. All prices set forth in any PO accepted by Supplier will remain firm for the Items ordered and may not be increased for any reason whatsoever.

(g) Supplier shall not include, as a portion of the price of the Items, or otherwise charge SYMBOTIC, any sales, use, excise, import or other local or foreign taxes, duties or assessments on the Items. If Supplier is required by law to include any such taxes in the price, Supplier will separately detail such on Supplier’s invoices. Supplier and SYMBOTIC will provide each other with any and all necessary certificates or other documentation evidencing the inapplicability of, or exemption from, any sales, excise, use or other taxes to which either SYMBOTIC or Supplier may be entitled.

4. Terms of Delivery / Transfer of Title

(a) Supplier must notify SYMBOTIC of every shipment on the day of dispatch.

(b) All terms as to quantity, quality, specification and time of delivery are material elements of any PO and must be strictly complied with. Time is of the essence with regard to each PO. SYMBOTIC shall have no liability to Supplier for Items delivered either later than the time, or in excess of the quantities, specified in the PO, which Items may be returned by SYMBOTIC at Supplier’s cost. SYMBOTIC is not obligated to accept Items delivered before the agreed delivery date. Supplier bears the risk of loss, damage or destruction of Items delivered before the delivery date.

(c) Supplier must follow all packing, shipping and transportation instructions, rules and regulations provided by SYMBOTIC. Items must be properly packed, in accordance with commercially reasonable packaging standards.

(d) Supplier must include a delivery note (in duplicate) with every delivery. The delivery note must contain a copy of the PO, a list of the Items enclosed and the Supplier number.

(e) Title to the Items or parts thereof, shall pass to SYMBOTIC upon the commencement of fabrication or commencement of acquisition by the Supplier of all materials associated with the Items (including all engineering data and drawings). Supplier grants SYMBOTIC a security interest in all such Items. Title passes to SYMBOTIC independent of the payment for the Items. Transfer of title in this paragraph will not constitute a final or intermediary acceptance of any of the Items.

(f) SYMBOTIC does not accept any kind of reservation of title (or security interest) by Supplier with respect to the Items. SYMBOTIC does not grant Supplier any such security or ownership interest in the Items.

(g) All contracted Items shall be the exclusive property of SYMBOTIC. Any invention or intellectual property made, developed, produced or conceived by Supplier in the performance of any PO or derived from any or based on the use of information supplied by SYMBOTIC shall be the exclusive



property of SYMBOTIC. If requested, Supplier shall fully cooperate with SYMBOTIC with regard to filing appropriate applications or documents to protect SYMBOTIC’s interest in the Items, including, but not limited to patent applications. Any work performed pursuant to a PO which includes any copyright interest shall be considered a “work for hire.” To the extent any of such works do not qualify as a “work made for hire,” Supplier hereby assigns to SYMBOTIC all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed to a tangible medium.

5. Dates / Delay / Losses Caused by Delay

(a) Milestone and delivery dates are binding. However, SYMBOTIC may, in its sole discretion, change delivery schedules or direct temporary suspension of scheduled shipments without any additional obligation to Supplier.

(b) Supplier must notify SYMBOTIC in writing when it believes that there will (or may be) any delay of its performance under a PO or there may be problems with delivering in the agreed quality. However, providing such notice neither relieves Supplier of its delivery obligations under a PO nor limits SYMBOTIC’s remedies for delayed or improper delivery of the Items.

(c) SYMBOTIC may require shipment of Items by a more expeditious method of transportation if Supplier fails to meet the shipping requirements of the PO and Supplier shall bear the cost difference of such transportation unless such failure is due to a Force Majeure Event.

(d) If Supplier does not deliver the Items on time, Supplier acknowledges that SYMBOTIC will sustain damages that are or may be difficult to quantify. Accordingly, in such cases Supplier shall pay SYMBOTIC liquidated damages in the amount of 0.5% of the total value of the PO for each full week of delay, capped at 5% of the total value of the PO. The payment of liquidated damages shall not affect any other claims which SYMBOTIC may be entitled to bring against Supplier under applicable law. Liquidated damages paid by the Supplier will be credited against any other claim for damages that SYMBOTIC may have against the Supplier based on the Supplier’s delay.

6. Information, Documents, Confidentiality

(a) If and to the extent that there is a non-disclosure or confidentiality agreement already in effect between SYMBOTIC and Supplier, then that existing agreement will govern the protection of the Confidential Information for these Terms. If and to the extent there is no such agreement in effect, the following terms of this Section 6 shall apply for these Terms.

(b) Supplier undertakes to keep strictly confidential all Confidential Information obtained in connection with every PO and its contact with SYMBOTIC and to use such information solely for the purposes of the PO. The foregoing obligation does not apply if the information: (i) is common knowledge; (ii) has been lawfully obtained by the Supplier from a third party; or (iii) has been acquired independently by the Supplier or a third party. “Confidential Information” includes, for example: processes;

techniques; procedures; intellectual property (including patents, trademarks, copyrights, know-how and trade secrets); project information; policies; agreements; technical data; the PO; amounts, prices and other information on SYMBOTIC products, product developments; current and future SYMBOTIC research and development projects; operations and all corporate data of SYMBOTIC (including these Terms and any PO).

(c) Supplier must keep confidential all designs, writings, documents, models, films, blocks, die-cuts, plans, specifications, blueprints, equipment systems, drafts, samples, fabrication materials, models, data carriers, prototypes, illustrations, drawings, calculations, knowledge, and any other documents or materials made available to it by SYMBOTIC (collectively, including any copies or duplicates thereof, the “Documents”). Supplier shall not allow third parties (including sub-suppliers) access to Documents without SYMBOTIC’s prior written consent. Supplier must refrain from using Documents for any purpose other than those agreed to by SYMBOTIC in writing. The obligations of this paragraph do not apply to Documents: that the Supplier (i) already had rightful possession of at the time of receipt from SYMBOTIC; (ii) rightfully obtained from a third party who was under no duty of confidentiality; (iii) that are or become publicly known without breaching any duty of confidentiality; or (iv) that the Supplier has been granted written authorization for.

(d) SYMBOTIC shall retain legal title to (and all other rights in) the Confidential information and Documents whether or not they are capable of being protected by law (e.g., by copyright, trademark or patent). Duplicates or copies of Confidential Information and Documents may only be made with the prior written consent of SYMBOTIC and shall belong to SYMBOTIC.

(e) All of the Documents and Confidential Information (including but not limited to copies, sketches or notes) must be returned to SYMBOTIC without undue delay upon request by SYMBOTIC, but in no event later than the termination or completion of the PO. SYMBOTIC is entitled to request return of the Documents and Confidential Information at any time. The Supplier must comply with any such request as it has absolutely no rights of retention of (or liens on) the Documents and Confidential Information.

(f) Anything produced by the Supplier either from the Documents, the Confidential Information, any item originating from (or commissioned by) SYMBOTIC, or from any information designated as confidential, may only be used by the Supplier for the purpose allowed in the PO. Supplier may not, without SYMBOTIC’s prior written consent, offer or deliver such to any third party.

(g) All subcontracts, purchase orders, and other agreements that Supplier enters into with third parties pursuant to the performance of any PO with SYMBOTIC, must include appropriate language and terms that binds the third party to comply with all of the obligations set forth in this Section 6.

(h) Supplier is not allowed to advertise its business relationship with SYMBOTIC without SYMBOTIC’s prior written approval.



(i) Any unpatented knowledge or information concerning Supplier’s goods, methods or manufacturing processes which Supplier may disclose to SYMBOTIC incident to the manufacture and sale of Items covered by a PO shall be deemed to have been disclosed to SYMBOTIC as part of the consideration for the PO. Supplier agrees not to assert any claim against SYMBOTIC by reason of SYMBOTIC’s use or alleged use of such knowledge or information.

(j) Without prejudice to any other rights and remedies otherwise available to SYMBOTIC, the Supplier understands and agrees that SYMBOTIC shall be entitled to seek specific performance and injunctive or other relief as a remedy for any such breach of this Section 6 without the necessity of proving the inadequacy of monetary damages.

(k) Supplier agrees to protect all SYMBOTIC Confidential Information by implementing and maintaining commercially reasonable security practices throughout the term of this agreement.

(l) Nothing in these Terms prohibits a Supplier from communicating with government authorities about possible violations of federal, state, or local laws or regulations, or otherwise providing information to government authorities, filing a complaint with government authorities, participating in government authority investigations, inquiries, or proceedings, or from making any other disclosures that are protected under the whistleblower provisions of any applicable federal, state, or local laws or regulations. Suppliers recognize that, in connection with any such activity, they must inform such authority that the information they are providing is confidential. Suppliers are not required to notify Symbotic of any such communications, and Suppliers do not need Symbotic’s permission to do so; provided, however, that nothing herein authorizes the disclosure of information a Supplier obtained through a communication that was subject to the attorney-client privilege. Symbotic does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information.

7. Provided Materials

(a) Any materials, including but not limited to drawings, tools, jigs, dies, fixtures and other property provided by SYMBOTIC to Supplier (“**Materials**”) shall remain the property of SYMBOTIC. The Supplier may only use the Materials in conjunction with its performance under a PO and shall not use the Materials in the production of any goods or materials for any party other than SYMBOTIC.

(b) Supplier shall use the Materials at its own risk shall bear all risk of loss or damage which occurs to the Materials while they are under Supplier’s custody or control (despite Supplier’s exercise of due care), normal wear and tear excepted. Supplier shall replace Provided Materials if damaged or destroyed.

(c) Materials must be: (i) inspected by the Supplier immediately upon receipt and any defects must be reported in writing to SYMBOTIC without undue delay; (ii) clearly marked as being the property of SYMBOTIC; (iii) maintained and used in a safe and secure manner; (iv) kept separate from the property of Supplier or that of a third property; and (v) not moved to another location without the prior written consent of SYMBOTIC.

(d) To the fullest extent permitted by law, Supplier will indemnify and hold SYMBOTIC harmless from and against any and all claims, costs, or damage resulting from or in conjunction with the mounting, use, storage, or repair of the Materials.

(e) Supplier will adequately insure the Materials against loss or damage (all risk insurance) in an amount no less than their replacement value. SYMBOTIC shall be named the loss payee (solely with respect to claims involving Materials) under all such policies.

(f) SYMBOTIC, our customers, and regulatory authorities are entitled to right of access to applicable areas of the Supplier’s facilities involved in the Purchase Order and applicable records. SYMBOTIC at any time during normal business hours may enter the business premises of the Supplier to (i) inspect the Materials; (ii) remove the Materials; or (iii) demand their return by Supplier.

(g) When SYMBOTIC makes such a demand for return, Supplier must surrender the Materials without undue delay. The Supplier has no rights of retention of (or liens on) the Materials.

(h) Supplier shall return the Materials immediately upon completion, termination, or cancellation of a PO.

8. Quality Management

(a) Supplier must maintain a quality control system based on the ISO9001 Quality Management System requirements that is acceptable to SYMBOTIC. Supplier shall allow SYMBOTIC to review procedures, practices, processes and related documents to determine acceptability of Supplier’s quality control system. Supplier shall promptly notify SYMBOTIC on each and every occasion of any violation of, or deviation from, Supplier’s quality control system and must advise SYMBOTIC of the quantity (and specific identity) of any Items delivered to SYMBOTIC that may be effected by any such violation. If requested by SYMBOTIC, the Supplier must adapt its quality control system to comply with SYMBOTIC’s standards.

(b) Supplier must immediately notify SYMBOTIC of any non-conforming Items and shall follow SYMBOTIC’s instructions regarding disposition of same.

(c) Supplier must notify, and obtain SYMBOTIC’s approval for any changes in Items, processes, location of manufacturing facilities or other issues that may affect the quality of the Items supplied by Supplier.

(d) Supplier shall comply with SYMBOTIC’s PPAP (Production Part Approval Process) and FAI (First Article Inspection) processes as requested by SYMBOTIC. Items shall be subject to inspection and acceptance or rejection by SYMBOTIC after delivery, notwithstanding prior payment; it being understood

that payment by SYMBOTIC shall not constitute acceptance by SYMBOTIC. After delivery of the Items, SYMBOTIC will carry out an “identity and volume” inspection (to check whether the Items are the correct ones in the correct amount). SYMBOTIC will also inspect the delivery for manifest transport damage. If SYMBOTIC discovers a defect during such inspections SYMBOTIC will notify the Supplier. For defects that are not discovered during such inspection, SYMBOTIC will notify the Supplier of a defect within a reasonable time after such defect has been found during the course of normal business operations. Supplier waives any defense of laches or that the notification of the defect was otherwise untimely made.

(e) SYMBOTIC may charge Supplier the expense of unpacking, examining, repacking, storing and reshipping any Items found defective or not in conformity with any PO. SYMBOTIC shall have the right (in addition to recovery of damages) to: (i) require Supplier to replace any defective or non-conforming Item; (ii) return such rejected Item to Supplier; or (iii) correct the Item. All payments made on such rejected Items shall be immediately refunded by Supplier to SYMBOTIC.

9. Warranty / Liability for Defects

(a) Supplier warrants that the Items: (i) conform to the specifications, drawings, samples, illustrations, and other requirements furnished or specified by SYMBOTIC; (ii) are free from defects in design, manufacture, and material; (iii) are new and otherwise of merchantable quality; (iv) will not, through their design, delivery, use, or operation, infringe upon the rights of third parties including any actual or claimed patent, copyright or trademark infringement; (v) are fit and sufficient for the purposes for which they are intended; (vi) are free from liens, encumbrances or any defect in title of any kind; (vii) are of good material and workmanship; (viii) comply with all applicable federal, state and local rules, regulations, ordinances and industry, scientific and technological standards; and (ix) if services will: (1) be provided by appropriately qualified and trained personnel; (2) will be performed in a competent and workmanlike manner in accordance with sound practice and state of the art in the industry and with the highest degree of professional standards of skill, care and diligence; and (3) conform with the statement of work in the PO.

(b) Should an Item fail to comply with any of the foregoing warranties (“**Defective Items**”), in its sole discretion SYMBOTIC shall be entitled to demand that the Supplier either: (i) repair the Defective Items at the Supplier’s risk and expense; or (ii) replace the Defective Items with defect-free Items.

(c) If the Supplier does not comply with its obligation under paragraph b of this Section, or if for other special circumstances where immediate action must be taken, SYMBOTIC shall be entitled to repair or replace the Defective Items itself or have them repaired or replaced by a third party. In such cases Supplier must reimburse SYMBOTIC all of the costs and fees incurred in conjunction with such repair or replacement (including but not limited to transport, handling, mounting/removal, material, and labor costs).

(d) Except for the warranties of title, infringement and compliance with laws (subparagraphs (iv), (vi), and (viii) of paragraph a of this section) which warranties shall last indefinitely, the warranty period for Items is 36 months of the later (i) acceptance by SYMBOTIC or (ii) acceptance of SYMBOTIC End Customer Acceptance

10. Liability/Indemnity and Insurance

(a) Unless caused directly by SYMBOTIC, Supplier must defend, indemnify and hold SYMBOTIC harmless from and against any liability, lawsuit, claim or action -regardless of the merits thereof (hereinafter a “**Claim**”) and pay any loss, damage, judgment, cost or expense associated therewith including, without limitation, attorneys fees, (collectively “**Damages**”) arising from any death or injury to any person, or damage to or destruction of property, or any other actual or alleged loss whatsoever, of whatever kind or nature, foreseeable or unforeseeable, suffered by any individual or entity, resulting or alleged to result in whole or in part from: (i) the supply of defective Items; ii) the breach of any obligation or duty by Supplier; (iii) Supplier’s failure to comply with the PO or these Terms; (iv) breach of warranty; (v) the acts or omissions of any employee, agent or subcontractor of Supplier or anyone acting under or pursuant to Supplier’s direction and control; (vi) alleged infringement (including misappropriation) of any patent, copyright, trademark or intellectual rights of a third party; and (vii) any work that that was performed on the business premises of SYMBOTIC or one of SYMBOTIC’s customers.

(b) If a PO requires working on the business premises of SYMBOTIC or one of its customers, the Supplier must take all necessary precautionary measures to prevent injury to persons or damage to property while performing such work.

(c) The Supplier shall be liable for the acts of its employees, agents, representatives and sub-contractors performing under any PO.

(d) Supplier shall purchase (and maintain in effect) insurance coverage that is appropriate and in conformance with industry standards in terms of both subject matter and amount of coverage. At a minimum, Supplier shall carry and maintain, and shall ensure that all its subcontractors carry and maintain: Commercial General Liability insurance with available limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contracted liability (including, without limitation, that specifically assumed under these Terms and any PO), and goods and completed- operations insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. The Supplier and its subcontractors must maintain statutorily required and appropriate Employer’s Liability and Workers’ Compensation Insurance, and Professional Errors and Omissions insurance as are specified in the PO or, if none are specified, such amount as will protect Supplier (and its subcontractors) and SYMBOTIC from said risks and from any claims under any applicable Workers’ Compensation, Occupational Disease, and Occupational Safety and Health statutes. SYMBOTIC and its

officers, directors, consultants, agents and employees, shall be named as additional insureds on all insurance policies and all such insurance shall be deemed to be primary coverage and shall contain no unusual or extraordinary exceptions. The existence of insurance (or settling claims thereunder) shall not limit or otherwise affect Supplier’s liability under any PO.

(e) All insurance will be considered non- contributory to the additional insureds. All insurance policies shall contain waivers of subrogation in favor of SYMBOTIC. Such insurance shall provide coverage regardless of the negligent acts or omission or non-performance of SYMBOTIC, its officers, directors, consultants, agents and employees.

(f) Supplier and its subcontractors shall cover or maintain insurance in accordance with the applicable statutory requirement relating to Workers’ Compensation with respect to any employee working on or about the premises of SYMBOTIC or a SYMBOTIC customer. If, for any reason, SYMBOTIC is required by any to pay any Workers’ Compensation premiums with respect to an employee of Supplier or any subcontractor of Supplier, Supplier shall reimburse SYMBOTIC for all such payments.

(g) If licensed vehicles will be used in connection with the PO, Supplier shall carry and maintain, and shall ensure that any subcontractor thereof carries and maintains, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

(h) Upon SYMBOTIC’s request, Supplier will provide SYMBOTIC a certificate of insurance confirming such insurance coverage with the requirements of this Section 10. All policies shall provide for thirty (30) days advance written notice to SYMBOTIC in the event of modification or cancellation of any coverage. SYMBOTIC shall be named as an additional insured on all policies of insurance. If Supplier or any subcontractor thereof fails to furnish certificates, endorsements or other evidence of coverage, such shall not constitute a waiver by SYMBOTIC of Supplier’s or subcontractor’s obligations hereunder. In such a case, SYMBOTIC has the right, but not the obligation, to purchase appropriate insurance on Supplier’s (or its subcontractors’) behalf and Supplier will reimburse SYMBOTIC all costs incurred as a result thereof.

11. Termination of Contract

(a) In addition to any statutory rights of termination SYMBOTIC has the right to terminate a PO (or any part thereof) at any time for convenience and without cause. Upon receipt of such termination notice, Supplier will immediately stop work on the date, and to the extent, specified in such notice and cancel all orders and subcontracts that relate to the cancelled.

(b) In the event of a termination pursuant to paragraph (a) of this Section 11, SYMBOTIC will pay Supplier for all finished Items accepted by SYMBOTIC as well as for the verified, documented costs to Supplier of work in process and material allocated to the

cancelled PO that is not in excess of any prior authorization by SYMBOTIC. This provision shall not apply to Items that are otherwise saleable, standard items. Title and right of possession to all delivered Items will vest in SYMBOTIC immediately upon SYMBOTIC’s tender of such payment.

(c) Within thirty (30) days from the effective date of termination, Supplier shall submit a comprehensive termination claim to SYMBOTIC together with sufficient supporting data to permit SYMBOTIC to evaluate and audit such claim. Supplier shall furnish such supplemental information as SYMBOTIC may request. Payment under this Section 11 shall constitute SYMBOTIC’s only liability to Supplier for termination of a PO.

(d) Paragraphs a through c of this Section 11 shall not apply to any termination by SYMBOTIC based upon Supplier’s default, breach of contract or in the event Supplier: becomes insolvent, makes a transfer for the benefit of creditors, or if bankruptcy or any other insolvency proceedings are instituted by or against Supplier. In such cases SYMBOTIC shall have the right to immediately terminate the PO with no further obligation to Supplier. In the event of Supplier’s default hereunder, SYMBOTIC may exercise any or all rights and remedies accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity. In addition, in the event SYMBOTIC terminates for default all or any part of this PO, (1) Supplier shall be liable for SYMBOTIC’s re-procurement costs and (2) SYMBOTIC may require Supplier to transfer title to, and deliver to SYMBOTIC, as directed by SYMBOTIC, any (i) completed supplies, and (ii) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Supplier has specifically produced or acquired for the terminated portion of this PO. Upon direction of SYMBOTIC, Supplier shall also protect and preserve property in its possession in which SYMBOTIC has an interest.

12. Force Majeure

Neither party shall be liable for failure to perform in connection with a PO as a result of an event beyond its reasonable control and without its fault or negligence such as: natural catastrophes, floods, earthquakes, pandemic, cyclones, tornadoes, hurricanes, phenomena of an extreme nature such as fires, unrest, wars, sabotage and terrorist attacks (each a “**Force Majeure Event**”). The party claiming a Force Majeure Event must inform the other party in writing without undue delay after the occurrence of the Force Majeure Event which notice shall include the nature and the extent of the event, its effects, as well as its expected duration. Performance under a PO shall be considered excused only for the duration of the Force Majeure Event. If the Supplier is unable to provide reasonable assurance that a delay caused by a Force Majeure Event will not exceed thirty (30) days, or if a does exceed thirty (30) days, then SYMBOTIC is entitled to terminate the affected PO and purchase the Items from another supplier.

13. Compliance

(a) SYMBOTIC and Supplier declare their commitment to a corrupt-free business community, undertake to refrain corrupt

conduct and criminal practices, and to take all necessary precautionary measures to prevent the following listed serious transgressions:

- (i) Criminal acts in business transactions, money laundering, fraud, criminal breach of trust, forging of documents, forging of technical sketches/notes, forging of evidentiary-relevant data, causing the recording of false declarations/facts, perjury, concealment of documents, and collusive bidding in conjunction with tender invitations;
 - (ii) The offering, promising, or granting of advantages to national or foreign public officials, office holders, or persons under a special obligation to the public service who decisively participate in the granting or execution of contracts;
 - (iii) The offering, promising, granting/promoting, obtaining of promises (for oneself), and accepting of advantages to/from business partners in exchange for unfair preferential treatment business transactions;
 - (iv) The disclosure or procurement (for oneself) of trade and business secrets, and the unauthorized exploitation of (technical) patterns/models; and
 - (v) Violations of competition and antitrust law.
- (b) Supplier warrants that the manufacture and design of the Items comply with standard rules, order and regulations promulgated or prescribed pursuant to the Occupational Safety and Health Act of 1970 (“OSHA”) 29 USC 651, et. al. and 29 CFR 1910, et. al. All hazardous materials as defined in OSHA’s Hazard Communication Rule (29 CFR 1910, 1200) must be labelled and provided with material safety data sheets as required by the above regulation.
- (c) Supplier shall observe all laws, ordinances, rules and regulations of any government unit or agency affecting the Items furnished and/or the work and labor covered by any PO. Before commencing any work, Supplier and its subcontractors and vendors must review any applicable Hazard Communication Compliance Manual at the work site (location) and must provide the appropriate documents (Material Safety Data Sheets, etc.) for all hazardous materials as defined by current OSHA Hazard Communication Rule (29 CFR 1910,1200) to be used, consumed or installed as part of this PO.
- (d) Supplier shall keep the premises of SYMBOTIC and its customer free from accumulations of material or rubbish and, upon completion of the work, will promptly remove the same from SYMBOTIC’s and its customer’s premises, together with Supplier’s machinery, tools and equipment.
- (e) Supplier, its contractors, subcontractors, materialmen, and all parties acting under it, agree that no construction claims or liens shall be filed or maintained by it, them or any of them, for any work performed or materials provided in accordance with any PO, and Supplier, for itself, its successors and other acting

through or under it, waives and relinquishes the right to have, file, or maintain any construction claims Cor liens against the work, services, materials, or premises of SYMBOTIC. Supplier will provide SYMBOTIC with the standard forms of waiver of lien signed by Supplier and all contractors, subcontractors and materialmen who have furnished labor and materials under any PO or PO.

(f) Supplier will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under a PO. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render SYMBOTIC liable for a violation of the US Foreign Corrupt Practices Act of 1977 (“FCPA”), 15 USC 78 dd-1, 78 dd-2, as amended, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist it or SYMBOTIC in obtaining or retaining business or in carrying out the services. Supplier’s failure to comply with the FCPA shall constitute a material breach of the PO.

(g) In accepting a PO, Supplier shall be deemed to represent that the Items to be furnished hereunder were or will be produced within the requirements of the Fair Labor Standards Act of 1938, 29 USC 201, et al., as amended. If requested by SYMBOTIC, Supplier shall insert a certificate on all invoices submitted in connection with the PO stating that the Items covered by the invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(a) thereof.

(h) The Supplier agrees in conjunction with the PO and PO to adhere to Title VII of the Civil Rights Act of 1964, 42 USC 2000e, et. al. which makes it unlawful for an employer to hire or discharge any individual, or otherwise to discriminate against any individual with respect to his/her compensation, terms, conditions or privileges of employment, because of an individual’s race, color, religion, sex, national origin race, ancestry, color, religion, national origin, gender, age, military and veteran status, sexual orientation, marital status, gender identity, gender expression, medical condition, or genetic information; or because he or she is an individual with a disability, a disabled veteran, veteran of the Vietnam era, recently separated veteran, other protected veteran, or Armed Forces Service Medal veteran; or on the individual’s Family Medical Leave Act or Family and Medical Care Leave Act status; or on the basis of any other protected characteristic as established by law. This covers hiring, firing, promotions and all workplace conduct.

(i) The Supplier agrees to comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; and Supplier further agrees to save SYMBOTIC harmless from any loss, damage, fine, penalty, or expense whatsoever that SYMBOTIC may suffer as a result of Supplier’s failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this PO.

(j) Supplier warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of SYMBOTIC any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. Any breach of this warranty shall be a material breach of each and every contract between SYMBOTIC and Supplier.

(k) Upon SYMBOTIC’s request, and as a condition to Supplier’s employees or subcontractor’s employees being permitted to provide services at SYMBOTIC’s customer locations, Supplier shall or shall cause its subcontractors to:

(i) Review the Forms I-9 and copies of employment eligibility and identity documentation for each of Supplier’s and/or subcontractor’s employees, as applicable, who will be providing services to SYMBOTIC relating to SYMBOTIC’s project at SYMBOTIC’s customer site, which documentation s and/or subcontractor, as applicable, is required to maintain under applicable immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes, laws, rules and regulations (collectively, the “Immigration Laws”); and

(ii) After review of such Forms I-9 and other documentation, certify that Supplier and/or subcontractor, as applicable, is in compliance with all applicable Immigration Laws with respect to such employees, which certification, if requested by SYMBOTIC, shall include a list of the names of such employees.

(l) In the event of a breach by Supplier of an obligation set out in this Section, SYMBOTIC shall be entitled to immediately terminate the PO without notice.

(m) Acceptance of a SYMBOTIC PO serves to confirm SYMBOTIC’s requirement that Supplier be aware of the federal and state securities laws regarding insider trading. Supplier must comply, and cause its employees and contractors to comply, with all applicable insider trading laws and regulations. Supplier’s employee and contractors must not buy or sell SYMBOTIC’s stock while in possession of material non-public information about SYMBOTIC, nor may they disclose any such material non-public information to any unauthorized person.

(n) Supplier agrees to notify security@symbotic.com within forty-eight (48) hours if Supplier becomes aware of a security breach involving SYMBOTIC Confidential Information.

(o) Records and Right to Audit. Supplier agrees to keep all books, accounts, and records covering all transactions relating to this Agreement. SYMBOTIC shall have the right to examine such books, accounts, and records and all other documents and material in Supplier’s possession or under its control, with

respect to the subject matter and terms of the PO, and shall have a reasonable amount of freedom and access thereto for such purposes and for the purpose of making copies and/or abstracts therefrom. All such books, accounts, and records shall be kept available for at least three (3) years after the termination of expiration of the PO.

14. Export/Import Controls

(a) If Supplier is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services Supplier hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls and understands its obligations to comply with International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”).

(b) Supplier shall control the disclosure of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Supplier agrees that no technical data, information or other items provided by SYMBOTIC in connection with a PO shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign subsidiary of Supplier, without the express written authorization of SYMBOTIC and Supplier’s obtaining of the appropriate export license, technical assistance agreement or other requisite documentation for ITAR- controlled technical data or items. It shall be the sole responsibility of Supplier to determine whether the information provided by SYMBOTIC is technical data as outlined in the ITAR (22 CFR 120-130) prior to any release to a third party abiding by the terms outlined herein. Supplier shall indemnify SYMBOTIC for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by SYMBOTIC in connection with any violations of such laws and regulations by Supplier.

(c) Supplier shall immediately notify SYMBOTIC if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked.

(d) Should Supplier’s goods or services originate from a foreign location, those goods may also be subject to the export control laws and regulations of the country in which the articles or services originate. Supplier agrees to abide by all applicable export control laws and regulations of that originating country. Supplier shall indemnify SYMBOTIC for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by SYMBOTIC in connection with any violations of such laws and regulations by Supplier, its officers, employees, agents, suppliers or subcontractors at any tier. SYMBOTIC shall be responsible for complying with any laws or regulations governing the importation of the articles into the United States of America.

(e) SYMBOTIC may be required to obtain information concerning citizenship or export status of Supplier’s personnel. Supplier agrees to provide such information as necessary and certifies the information to be true and correct.

Symbotic LLC

General Terms & Conditions of Purchase (“Terms”)



15. General Provisions

(a) The PO its execution, validity, interpretation, and termination, shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. SYMBOTIC and Supplier waive application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (“CSIG”) and any conflict of laws rules or provisions which would require the application of any other law, are expressly excluded. Supplier agrees that Suffolk County, Massachusetts is the place of exclusive jurisdiction for any dispute arising under or regarding these terms and/or any PO.

(b) The invalidity or unenforceability of any provision of these Terms or a PO under any present or future law, rule or regulation will not affect any other provision of these Terms or the PO. In such case the invalid or unenforceable provision will be modified to an extent that not only allows compliance with such law, rule or regulation but at the same time comes closest to the intention of SYMBOTIC when the PO was issued.

(c) Any waiver of strict compliance with any of these Terms or a PO must be in writing signed by the party waiving such compliance. Any such waiver does not affect the right to insist on such compliance at a later point in time and will not operate as a waiver of any future right to bring an action based on a later breach of the same or another provision.

(d) All services performed by Supplier are performed as independent contractors. SYMBOTIC and Supplier are neither partners nor joint venturers. In no event shall Supplier or its agents, representatives or employees be deemed to be agents, representatives or employees of SYMBOTIC. Supplier’s employees shall be paid exclusively by Supplier for all services performed. Neither Supplier or its agents, representatives or employees shall be entitled to participate in, or receive the benefits of, any pension, retirement, medical insurance, or other employee benefit plan of SYMBOTIC. Supplier shall be responsible for payment of all obligations to federal, state, and local governments including, but not limited to, income or earnings taxes, social security contributions, unemployment compensation contributions, withholdings and any other similar obligations arising out of its activities under the PO.

(e) PO’s will be binding upon and inure to the benefit of SYMBOTIC and Supplier and their respective successors and permitted assigns. SYMBOTIC and Supplier do not intend to confer any third-party benefits on any person, firm, company or entity other than SYMBOTIC and Supplier as a result of issuance of a PO.

(f) The rights, remedies and warranties set forth in these Terms are not exclusive and are in addition to any and all other rights, remedies and warranties provided by law.

(g) Payment will be in United States dollars unless otherwise agreed by specific reference in a PO. Supplier agrees that SYMBOTIC, its subsidiaries, affiliates or its designees may exclusively use the value of a PO to satisfy any international offset obligations that SYMBOTIC may have with Supplier’s

country, subject to the offset qualifying laws, rules and regulations.

(h) If any provision of these Terms or application thereof is found invalid, illegal or unenforceable by law, the remainder of these Terms will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

(i) Supplier’s obligations that by their very nature must survive expiration, termination or completion of the PO, including but not limited to obligations under Section 4 (Terms of Delivery/Transfer of Title), Section 6 (Information, Documents, Confidentiality), 7 (Provided Materials), Section 9 (Warranty/Liability for Defects), Section 10 (Liability/Indemnity and Insurance), Section 11 (Termination of Contract), Section 13 (Compliance), and Section 14 (General Provisions), shall survive expiration, termination or completion of the PO.

(j) The Parties agree that if a PO is transmitted electronically, neither Party shall contest its validity, or any acknowledgment thereof, on the basis that the PO or acknowledgment contains an electronic signature.

(k) SYMBOTIC reserves the right to update these Terms at any time without prior notice. In the event that any changes are made to these Terms, the revised Terms shall be posted on this website.