

PURCHASE ORDER TERMS AND CONDITIONS

Effective September 4, 2026 (supersedes all prior Terms and Conditions)

1. Complete Agreement, No Modification. Acceptance of this purchase order is expressly limited to these terms and conditions. Any additional or different terms in Supplier's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. If this purchase order is construed as an acceptance of Supplier's offer, this acceptance is expressly conditioned on Supplier's agreement to any different or additional terms from Supplier's offer contained in these terms and conditions. This purchase order, together with (a) any supply agreement covering the subject matter of this purchase order, (b) any exhibits or supplements, (c) any additional warranties given by Supplier, (d) any documents referenced in this purchase order, and (e) Arrowhead Winch's written instructions shall contain the complete and final agreement between Arrowhead Winch and Supplier. No agreement or any other understanding in any way purporting to modify these terms and conditions shall apply unless agreed to in a writing signed by an authorized representative of Arrowhead Winch.

2. Prices and Payment Terms. Unless Arrowhead Winch consents in writing, this purchase order may not be filled at a price higher than that on the face hereof, or if it does not state a price, at a higher price than that previously quoted to or charged to Arrowhead Winch. Delay in receiving invoices or errors or omissions on invoices will be considered just cause for withholding payment and will not affect any of Arrowhead Winch's cash discount privileges. In addition to any right of setoff provided by law, all amounts due Supplier shall be net of Supplier's indebtedness to Arrowhead Winch, its subsidiaries and affiliates, and Arrowhead Winch may deduct such indebtedness from any payments.

Any reduction in Supplier's costs resulting from refunds, rebates, reductions or drawbacks of freight rates, customs duties (including antidumping and countervailing duties), import taxes, excise taxes and/or sales taxes is to be paid to Arrowhead Winch through a price reduction. Arrowhead Winch shall be entitled to all customer's duty and import drawback that Supplier can transfer, including rights developed by substitution and rights from Supplier's suppliers. Supplier will inform Arrowhead Winch of any such rights and will supply any required documents.

To the extent any advance or progress payment by Arrowhead Winch to Supplier is used by Supplier to acquire inventory, raw materials, equipment or other components or materials (collectively, the "Collateral"), or any such Collateral is purchased by Arrowhead Winch and delivered to Supplier, to be used by Supplier in fulfilling its obligations under this Purchase Order, Supplier hereby grants to Arrowhead Winch a security in interest in all such Collateral. Supplier expressly authorizes Arrowhead Winch to file financing statements and take any other action of record in Supplier's name reasonably necessary to perfect or otherwise evidence the security interest.

3. Changes. Before any goods and services ("Products") are received by Arrowhead Winch, Arrowhead Winch's authorized representative may issue a change order or release authorization changing drawings, specifications, statements of work, methods of packing and shipping, and/or time and place of delivery or completion. Supplier shall notify Arrowhead Winch within ten (10) days after receipt of the change order or release authorization if the change will affect its time of performance or the amount to be paid. Supplier's failure to advise Arrowhead Winch within ten (10) days of the effect of any change shall constitute its consent to conform to the change without an increase in the price or a change in other terms and conditions. The change order or release authorization shall be effective notwithstanding the absence of Supplier's written acceptance. If the change causes a material increase or decrease in costs, then an equitable adjustment of the price shall be negotiated.

4. Arrowhead Winch's Option to Terminate. Arrowhead Winch may terminate this purchase order, blanket purchase order or any release issued under a blanket purchase order in whole or in part by written notice to Supplier. Upon termination, Arrowhead Winch shall pay Supplier (a) the purchase order price for Products and services completed prior to Supplier's receipt of notice, and (b) the pro rata portion of the purchase price per unit corresponding to the percentage of completion of work specifically identified to this purchase order for uncompleted work in progress prior to receipt of notice. All completed or uncompleted Products shall be held by Supplier for the benefit of Arrowhead Winch until receipt of Arrowhead Winch's shipping instructions. Arrowhead Winch's responsibility for tooling, equipment, plant refurbishing, additional rework or repair expenses incurred by Supplier will be

limited to the amounts Arrowhead Winch has specifically authorized in writing. Arrowhead Winch shall never be liable for incidental or consequential damages, overhead or other indirect costs, or lost profits. Payments made under this paragraph shall not exceed the purchase order price of the quantities specified in the Arrowhead Winch's purchase order or release. Arrowhead Winch may audit Supplier's records before or subsequent to payment to verify amounts requested in Supplier's termination claim.

5. Time of Essence. Supplier understands that Arrowhead Winch's ability to meet its production schedules on customer orders are based on Supplier materials being delivered by the date specified on the face of this purchase order. Time is of the essence. If for any reason Supplier fails to make delivery within the specified time, Arrowhead Winch may, at its option, approve a revised delivery schedule, require shipment via air or expedited routing (at Supplier's expense), or terminate this purchase order without any liability.

In the event of late delivery, Arrowhead Winch may assess liquidated damages equal to one percent (1%) of the purchase price of the delayed Products for each week or any partial week of delay, up to a maximum cumulative amount of five percent (5%) of the purchase price of the delayed Products. Supplier expressly agrees that (i) such liquidated damages were specifically negotiated by the parties with the mutual understanding that actual damages may be difficult to calculate; (ii) such liquidated damages constitute a fair and reasonable estimate of the amount of damages that would be incurred by Arrowhead Winch in the event of such delays in delivery in light of anticipated harm and the difficulties of proof of and inconvenience or non-feasibility of obtaining an adequate remedy; (iii) such liquidated damages are not intended as and shall not be deemed or construed as penalties; and (iv) Supplier waives any right to contest the validity or enforceability of such liquidated damages. In addition, Supplier shall reimburse Arrowhead Winch for all reasonable costs incurred as a result of the delay, including expedited freight, premium transportation, overtime labor, production disruptions, line stoppages, customer chargebacks, and mitigation costs. Acceptance of late Products shall not waive any rights or remedies available to Arrowhead Winch. In no event shall the payment of liquidated damages excuse Supplier from performance of any of its other obligations under this purchase order.

6. Proprietary Rights/Tooling. Unless Arrowhead Winch otherwise agrees in writing, all drawings, designs, prototypes, specifications, tools, equipment, or materials of every description furnished to Supplier or paid for by Arrowhead Winch and all tooling, patterns, and molds manufactured from Arrowhead Winch's specifications and/or paid for by Arrowhead Winch shall be and remain Arrowhead Winch's property, which shall be held at Supplier's risk and insured at Supplier's expense in an amount equal to its replacement cost with loss payable to Arrowhead Winch, and safely stored, maintained, and wherever possible clearly marked "Property of Arrowhead Winch Inc". Arrowhead Winch may enter Supplier's premises to inspect the property and Supplier's related records. Upon Arrowhead Winch's request, Supplier shall (a) prepare the property for shipment and redeliver it to Arrowhead Winch in the same condition in which it was received, reasonable wear and tear excepted, (b) assemble the property for pickup, or (c) destroy the property and certify its destruction.

The right to use any of Arrowhead Winch's drawings, designs, specifications, prototypes, trademarks, patents, tools, molds, or equipment is limited to producing Products exclusively for Arrowhead Winch and its divisions, subsidiaries and affiliates, and not for any other purpose. Arrowhead Winch's transfer of information or property shall not be construed as granting Supplier a license or any right of ownership. All designs, plans, specifications, improvements and inventions developed by Supplier in the course of performance under this purchase order and all rights appertaining thereto shall be promptly disclosed to Arrowhead Winch and shall become Arrowhead Winch's sole and exclusive property.

Supplier shall use the Arrowhead Winch trademarks only on Products and components or sub-assemblies of the Products ("Parts") and shall not use Arrowhead Winch trademarks on any other products without the written consent of Arrowhead Winch. Supplier shall obtain the prior written approval from Arrowhead Winch for use of Arrowhead Winch trademarks in Supplier's marketing materials and on such material being distributed to Arrowhead Winch authorized dealers shall obtain editorial format and layout approval. Any use by Supplier of Arrowhead Winch's trademarks shall inure exclusively to the benefit of Arrowhead Winch.

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All plans, drawings, specifications, design and other technical material or documents, including those in electronic form, produced or furnished by Supplier pursuant to this purchase order, have been specially ordered and commissioned by Arrowhead Winch, and Arrowhead Winch is vested with all rights therein, whether created by common law, statutory law or by equity. Supplier agrees that all of these items shall be "works made for hire" for copyright purposes, with all copyrights therein owned by Arrowhead Winch. To the extent that such items do not qualify as a work made for hire under applicable law, and to the extent that such items include material subject to copyright, patent, trade secret, or other proprietary rights, Supplier hereby assigns to Arrowhead Winch, its successors and assigns, all right, title and interest thereto, including, but not limited to, all rights in and to any inventions and designs embodied in such items or developed in the course of their creation. Supplier hereby irrevocably transfers and assigns to Arrowhead Winch any and all "moral rights" that Supplier may have in such items, and also forever waives and agrees never to assert any and all "moral rights" it may have therein. At Arrowhead Winch's expense, Supplier shall execute and deliver such instruments and take such other action as Arrowhead Winch may request to perfect or protect Arrowhead Winch's ownership rights and to carry out these assignments.

Arrowhead Winch will issue a purchase order (and, if necessary, a release thereunder) for its requirement for tooling. All such orders shall be made pursuant to, and shall be governed by, the terms and conditions of that Arrowhead Winch Corporate Tooling Purchase Order. All such tooling shall be the sole property of Arrowhead Winch. Supplier shall have the responsibility for performing repair and maintenance for all Arrowhead Winch owned tooling.

Preventative maintenance costs shall be the responsibility of Supplier unless otherwise agreed in writing by Arrowhead Winch. Costs to repair broken tooling shall be submitted to the appropriate Arrowhead Winch division for approval prior to the repair. Repairs made to tools without the prior consent of Arrowhead Winch are not subject to reimbursement by Arrowhead Winch. Arrowhead Winch owned tooling shall not be used to manufacture Products for customer other than Arrowhead Winch without the express written consent of Arrowhead Winch.

7. Shipping Release. Supplier shall not fabricate any Products, procure any materials, or ship any Products to Arrowhead Winch unless specific delivery dates or an authorization for raw material acquisition and stocking periods is provided in this purchase order, in a blanket purchase order that is referenced on this purchase order, or in Arrowhead Winch's written instructions. Arrowhead Winch shall not be responsible for Products when delivery dates or written instructions have not been provided. Arrowhead Winch may return shipments in excess of those authorized at Supplier's expense.

8. Exclusive Customer. Supplier agrees that it will not knowingly sell directly to Arrowhead Winch dealers, distributors or their customers any Products or Parts. Supplier agrees to redirect to Arrowhead Winch Parts any requests by Arrowhead Winch dealers or customers submitted directly to Supplier.

9. Packing, Marking and Shipping. All Products shall be properly packaged to prevent damage or deterioration and to obtain the lowest transportation rates. Individual part and carton identification will utilize technical processes that prevent defects such as mixing or mislabeled parts. Preprinted labels shall not be used. Arrowhead Winch will pay no charge for packing, shipping, drayage or storage or for preparation, crating, dunnage or other materials unless separately stated on this purchase order. Each packing slip, bill of lading, invoice, container, tag and correspondence shall bear the applicable purchase order number (or the release order number applicable to each shipment if this is a blanket purchase order) and the location of the facility to which Products are to be shipped. A waterproof master packing slip shall accompany each shipment and shall be included in one of the packages marked "Packing Slip Inside" or, in the case of a carload shipment, be conspicuously displayed on the inside of the freight car.

10. Ingredients Disclosure; Warnings, Labeling, and Instructions. From time to time Arrowhead Winch is required by law to disclose and/or label information concerning the ingredients and materials contained within its Products and Parts. Upon request from Arrowhead Winch, Supplier agrees to promptly provide Arrowhead Winch with such information relating to the ingredients and materials in the Products that Arrowhead Winch may require in order to meet its legal

obligations. In addition, Supplier shall promptly furnish to Arrowhead Winch in such form and detail as Arrowhead Winch may direct: (a) a list of all ingredients in the Products; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the Products, Supplier shall furnish sufficient written warning and notice, and shall properly label Products, containers and packing to disclose any hazardous material which is an ingredient or a part of the Products, together with such special handling instructions necessary to advise carriers, Arrowhead Winch and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Products, containers and/or packing. Without limiting the generality of the foregoing, Supplier shall disclose the presence of mercury in its Products and shall label such ingredients in compliance with all applicable laws.

11. Trade Agreement and Partner Government Agency Documents. Supplier shall promptly notify Arrowhead Winch of any applicable export or import requirements or restrictions of any governmental entity with respect to the Products or services. All Products shall be properly identified as to country of origin, and all documentation shall comply with all applicable governmental regulations. Upon request, Supplier shall promptly furnish Arrowhead Winch and any agents an accurate and complete United States - Mexico - Canada Agreement (USMCA) Certificate of Origin, which shall include all information reasonably requested by Arrowhead Winch, including Accumulation Value on both originating and non-originating components. Upon request, Supplier shall provide any other Free Trade Agreement certification or Partner Government Agency document for all countries in which Arrowhead Winch does business. Supplier shall provide any additional documentation, data or technical information required by the customs authority of any country for release of Product. Supplier shall indemnify Arrowhead Winch and/or its customers and hold them harmless from the costs arising out of Supplier's delay in furnishing such certificates, incorrect information furnished by Supplier, the failure of the Products to be properly marked, or the failure of such documentation to comply with all applicable governmental regulations, including but not limited to (a) all costs incurred in bringing the Products or the documentation into compliance with governmental regulations, (b) all freight costs for additional materials to cover production or customer requirements, (c) any fines, penalties or forfeitures levied by any government or governmental agency, and (d) any legal expenses and fees as they are incurred.

12. Economic Sanctions. Supplier agrees to comply and require its sub-suppliers and subcontractors to comply with all relevant export, import, and sanctions laws, including the regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. Supplier has confirmed to the best of its knowledge and belief through reasonable, risk-based diligence that: no goods, wares, articles, or merchandise, including components or materials thereof, provided to Arrowhead Winch has been or shall be mined, produced, or manufactured wholly or in part: (a) in any country subject to comprehensive economic sanctions or any other country subject to sanctions where supply of such products to Arrowhead Winch is prohibited under applicable economic sanctions laws, rules or regulations; (b) by any entity or individual on any applicable denied, restricted and/or prohibited parties lists including without limitation, the Specially Designated Nationals and Blocked Persons List, and lists administered by the U.S. Department of the Treasury, Office of Foreign Assets Control, the U.S. Department of Commerce, and the U.S. Department of State ("Sanctions Lists"); or (c) by any entity that is 50% or more owned in the aggregate by entities or individuals on applicable Sanctions Lists.

Supplier shall promptly notify Arrowhead Winch of any applicable export or import requirements or restrictions of any government or governmental entity with respect to the Products, articles, materials or work covered by this Agreement. Supplier further agrees that should it learn or have reason to know of any (i) material or suspected violation of or (ii) pending or imminent investigation, litigation or liability pursuant to applicable economic sanctions laws, rules or regulations in relation to goods and/or services provided to Arrowhead Winch or (iii) facts that would make any of the representations in this Section 11 untrue, it shall immediately disclose such violation, suspected violation, investigation, litigation, liability or facts to Arrowhead Winch.

In the event that any of Supplier's Products ordered by Arrowhead Winch under this purchase order are seized or banned from import or export, it shall be presumed for purposes of this Agreement that Supplier is in violation of its compliance obligations. In such event, Supplier shall indemnify, defend, and hold Arrowhead Winch harmless

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for any fines or penalties imposed as a result of such seizure or ban, Arrowhead Winch shall not be obligated to pay for any such Products, and Supplier shall promptly replace any such Product(s) at its sole cost and expense.

13. Canadian Goods and Services Tax; Mexican Tax Obligations. Supplier shall furnish Arrowhead Winch with its Canadian Goods and Services Tax registration number and warrants that any Goods and Services Tax registration number furnished is the registration number assigned to it by the Government of Canada. To the extent Supplier is incorporated or registered in Mexico and to the extent applicable, for any payment by Arrowhead Winch to proceed, Supplier must, when issuing invoices to Arrowhead Winch's Mexican subsidiaries, issue said invoices in compliance with all Mexican requirements for a tax deduction, and in all cases accompany all invoices with a Certificate issued by the Mexican Tax Administration, which must be positive. It is understood by the parties that Arrowhead Winch will suspend the payment of any amount owed and pending payment to Supplier if (i) Supplier does not have a positive standing, (ii) Supplier is in any of the cases of Art. 69B of the Tax Code of the Mexican Federation, and/or (iii) Supplier's digital stamps for issuing invoices are not valid, for as long as said circumstance(s) persist. Supplier agrees to defend, indemnify and hold harmless Arrowhead Winch, its divisions, subsidiaries, and affiliates, their officers, directors, agents, and employees from any and all actions, lawsuits, claims, responsibilities, expenses, losses or impairments in their person or property, caused by or any way related to actions or omissions of Supplier related to its tax obligations or Supplier's breach of its obligations under this Section.

14. Electronic Data Interchange. If Arrowhead Winch and Supplier choose to engage in Electronic Data Interchange ("EDI"), Supplier shall comply with the terms and conditions of Arrowhead Winch's EDI implementation guidelines. Supplier and Arrowhead Winch agree that any EDI will be deemed a "writing" sufficient for enforceability under any statute of frauds or similar law.

15. Inspection. Notwithstanding prior payment, all Products are subject to Arrowhead Winch's inspection and acceptance within a reasonable time after they arrive at destination. At Arrowhead Winch's election, rejected Products may be held for Supplier's account or returned to Supplier at Supplier's risk and expense. No replacement or correction of nonconforming Products shall be made without Arrowhead Winch's written authorization.

Supplier shall be assessed an administrative charge of \$200.00 for each occurrence of non-conforming material, product, shipment, or quality event, up to a maximum administrative charge of \$1,000.00 per shipment or occurrence. Such charge is intended to help defray costs incurred by Arrowhead Winch and shall be in addition to all other remedies available to Arrowhead Winch, including recovery of sorting, inspection, containment, rework, freight, replacement, production disruption, warranty, missing PPAP documentation with sample submission and administrative costs.

16. Returns. Returns of Products shall be in accordance with the Arrowhead Winch Return Goods Policy in effect on the date of the return.

17. Recall. If the Products, Parts or services create or contribute to a vehicle recall due to a motor vehicle safety defect or noncompliance with the United States National Motor Vehicle Traffic Safety Act or the Canadian Motor Vehicle Safety Act, as amended, Supplier shall pay the costs and expenses of recall and correction.

18. Termination for Supplier's Default. If Supplier (a) refuses or fails to deliver the ordered Products and/or services, or (b) fails to perform any other provisions of this purchase order and does not cure such failure within a period of ten (10) days after receipt of Arrowhead Winch's notice, Arrowhead Winch may terminate this purchase order and the contract formed thereby in whole or in part.

19. Compliance with Laws and Regulations.

a. Supplier shall comply with all applicable federal, state and local laws and regulations, and will defend, indemnify and hold Arrowhead Winch harmless from any claim, loss or damage arising from Supplier's violation or alleged violation thereof. Arrowhead Winch may serve as a contractor to the United States government from time to time. Supplier agrees that, if applicable to this purchase order, Supplier will comply with the requirements of U.S. Executive Order 14173,

41 C.F.R. § 60-250.4, 41 C.F.R. § 60-741.4, and other applicable equal employment opportunity laws. Contract clauses required by the U.S. Government in such circumstances are incorporated herein by reference.

b. Supplier certifies that it complies with all applicable laws concerning minimum employment age, working condition and compensation, and does not engage in slavery or human trafficking, including the provisions of the Uyghur Forced Labor Prevention Act (UFLPA). Supplier agrees to comply with the Conflict Minerals provisions of the U.S. Dodd Frank Act. If Supplier has reason to believe its goods or products contain Conflict Minerals, Supplier will immediately notify Arrowhead Winch in writing providing a description of the goods or products containing or believed to contain Conflict Minerals, date of supply, lot codes, part or serial numbers or other identifying characteristics and all other relevant information necessary to identify when and where the goods or products were provided, type of mineral and the believed country of origin of the Conflict Mineral. In addition, Supplier will have internal processes and procedures that determine if their products contain Conflict Minerals and if so, implement supply chain due diligence processes to identify sources of these minerals and support efforts to eradicate the use of Conflict Minerals which directly or indirectly finance or benefit armed groups in the Covered Countries. Supplier agrees to participate in the conflict mineral questionnaire process as submitted by Arrowhead Winch, detailing its efforts to track the supply chain of relevant metals.

c. Supplier acknowledges that Arrowhead Winch is a certified member of C-TPAT. As a C-TPAT member, Arrowhead Winch is required to make periodic assessments of its supply chain based upon C-TPAT security criteria. Supplier agrees to maintain minimum standards required by U.S. Customs as identified on <https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat-customs-trade-partnership-against-terrorism/apply/security-criteria>. Supplier agrees to provide Arrowhead Winch with access to information and facilities necessary to allow Arrowhead Winch to verify Supplier's compliance with C-TPAT, including without limitation questionnaires, audits, and access to facilities. Supplier agrees to notify Arrowhead Winch of any event that threatens the loss of its C-TPAT benefits. To the extent that Arrowhead Winch transfers to Supplier any personal data ("Arrowhead Winch Personal Data"), Supplier confirms and warrants that it will process such Arrowhead Winch Personal Data in compliance with, and have all appropriate security measures in place as required by, all applicable data protection and privacy laws and regulations, including, but not limited to, the European Union's General Data Protection Regulations, California Consumer Privacy Act, California Privacy Rights Act, and Québec Bill 64 (collectively, "Data Protection Laws").

d. Supplier certifies that it shall not: (a) sell or share any Arrowhead Winch Personal Data; (b) retain, use or disclose Arrowhead Winch Personal Data for any purpose other than the business purposes specified in this purchase order; or (c) retain, use or disclose Arrowhead Winch Personal Data outside of the direct business relationship between Arrowhead Winch and Supplier. Supplier further certifies that it will not combine Arrowhead Winch Personal Data with any personal data that Supplier receives from or on behalf of another person or third party or collects from its own interactions with other third parties except as expressly permitted by applicable Data Protection Laws. Supplier also affirms that it (and its representatives, if applicable) is authorized to receive such Arrowhead Winch Personal Data.

e. Supplier shall comply with all applicable federal, state and local restrictions, prohibitions, and reporting requirements relating to the use of perfluoroalkyl or polyfluoroalkyl substances, mercury, and any other toxic or hazardous substances in the Products (e.g., manufacturing, production, integration, marketing, bringing to market, or sale of the Products or items that incorporate the Products). Perfluoroalkyl or polyfluoroalkyl substances (commonly known as "PFAS") shall have the meaning ascribed in TSCA Rule 8(b) or any other applicable state or federal regulation. Supplier shall promptly notify Arrowhead Winch if any of its Products contain PFAS, mercury, or other hazardous or toxic substances, and shall provide reasonably necessary documentation to Arrowhead Winch promptly upon its request. Supplier shall preserve its records for the greater of five (5) years from the date of submission of the reportable information to the applicable regulatory agency, including, but not limited to, the Environmental Protection Agency ("EPA") or the timeframe required by law. If barred by any applicable jurisdiction in which Supplier is manufacturing, processing, or importing its products or any component or substance thereof, Supplier affirms and represents that its products do not include any PFAS or mercury, nor has Supplier added any PFAS or mercury to such Products, components, or substances therein.

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20. Warranty. Supplier warrants that the Products and services covered by this purchase order will conform to the specifications, drawings, samples, or other description furnished or specified, and will be fit and sufficient for the intended purpose, merchantable, and free from defects. All materials shall be new, and both workmanship and materials shall be of good quality. In addition, Supplier shall comply with the terms of the standard Arrowhead Winch Supplier Warranty Support Agreement, and which is hereby incorporated by reference.

21. Intellectual Property. Supplier represents and warrants that the Products, Parts and/or services (and their sale, offer for sale, importation, or use, alone or in combination) purchased under this purchase order do not, and will not, infringe or contribute to the infringement of any patents, trademarks, copyrights, or other intellectual property rights of a third party. Supplier agrees to defend, indemnify, and hold Arrowhead Winch and anyone making (on behalf of Arrowhead Winch), selling, or using any of Arrowhead Winch's products or services harmless against all loss, damage, liability, costs, expenses, and legal fees as they are incurred by reason of any infringement or alleged infringement by the use, sale, offer for sale, or importation of Supplier's goods or services (collectively, "Claim(s)"). Supplier shall not settle any Claim in a manner that would require any payment, action, or restraint of action by Arrowhead Winch without the consent of Arrowhead Winch. If Supplier does not promptly undertake defense of any Claim upon notice of a Claim by Arrowhead Winch, Arrowhead Winch shall be entitled (but not required) to undertake the defense of such Claim and shall have the right to direct and control the defense and settlement concerning such Claim with counsel selected by Arrowhead Winch, all at Supplier's expense. For the avoidance of doubt, Arrowhead Winch's election to undertake (or not undertake) defense and/or settlement of a Claim will not limit Supplier's obligations to indemnify and hold Arrowhead Winch harmless hereunder.

22. Insurance. Supplier shall maintain Commercial General Liability (including Broad Form Contractual Liability, Products/Completed Operations, Independent Contractors, Premises/Operations and Broad Form Property Damage) – \$2,000,000 Each Occurrence; \$2,000,000 Personal & Advertising Injury; \$2,000,000 Aggregate. At Arrowhead Winch's request, Supplier shall furnish to Arrowhead Winch insurance certificate(s) naming Arrowhead Winch as an additional insured. Each certificate of insurance shall have attached to it each applicable policy's endorsement specifically confirming additional insured status. Each certificate shall disclose the applicable deductible and/or self-insured retention and contain a statement of the insurer's obligation to notify Arrowhead Winch at least thirty (30) days prior to cancellation, expiration or material change in any covered policy. Any deductible amount or self-insured retention is the sole responsibility of Supplier. These policies shall be endorsed to be primary to and noncontributory with Arrowhead Winch's insurance and provide a waiver of subrogation rights against Arrowhead Winch as additional insured. Supplier's purchase of insurance coverage or the furnishing of insurance certificates shall not release Supplier of its obligations or liabilities under this purchase order. In the event of Supplier's breach of this provision, Arrowhead Winch shall have the right to cancel the undelivered portion of any Products or services covered by this order and shall not be required to make further payments except for conforming Products delivered or services rendered prior to cancellation.

23. Waivers of Subrogation. Arrowhead Winch and Supplier waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (b) separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by insurance applicable to the Products, except such rights as they have to proceeds of such insurance held by Arrowhead Winch as fiduciary. Arrowhead Winch or Supplier, as appropriate, shall require of the separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

24. Indemnification. Supplier shall protect, defend, indemnify and save

harmless Arrowhead Winch, its employees, agents and customers and the users of any Products, materials or work covered by this Agreement from any and all suits, actions, liability, loss of life or personal injury (including but not limited to employees of Supplier or of Arrowhead Winch), or property damage (including but not limited to property of Supplier or of Arrowhead Winch), including costs and reasonable attorney fees, arising out of, or in connection with, or resulting from the activities of Supplier, its employees, agents or subcontractors, or in connection with the work performed, services rendered, or Products or materials furnished, under this Agreement.

25. Confidentiality. Supplier agrees to keep any information (whether tangible or verbal) that Arrowhead Winch identifies as confidential or proprietary in strict confidence and not to disclose that information to third parties or Supplier's employees, shareholders, officers or directors who do not have a legitimate need to know in connection with Supplier's performance of this purchase order.

26. Transportation. Supplier shall properly pack, mark, ship and route the Products in accordance with the requirements of Arrowhead Winch and the carriers and in accordance with all applicable laws and regulations, or if there are no stated requirements, in accordance with best commercial practices designed to prevent loss or damage due to weather, transportation and other causes. With each shipment, Supplier shall include packing slips identifying Arrowhead Winch's complete purchase order number, shipment date, an itemized list of contents using the classification identification of the Products required by Arrowhead Winch or the carrier, and such other items as Arrowhead Winch may require. The markings on each package and shipping document must be such that Arrowhead Winch can easily identify the Products. Arrowhead Winch's count or weight will be final and conclusive for any shipment. Supplier is responsible for all demurrage charges and other expenses incurred as a result of Supplier's failure to promptly send Arrowhead Winch the notice of shipment on the shipping date.

27. Surplus and Obsolete Material. Supplier shall be responsible for addressing the reduction or elimination of surplus and obsolete inventories of Product on a quarterly basis with the appropriate Arrowhead Winch Division Material Director. Any surplus and obsolete material not addressed within one hundred twenty (120) days will automatically be Supplier's responsibility.

28. Foreign Corrupt Practices. Supplier shall comply and require its subcontractors and Suppliers to comply with all applicable Laws in force from time to time in every jurisdiction in which Supplier manufactures, delivers or performs services related to the subject matter of this Agreement. Supplier represents and warrants that: (a) It has not and will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Arrowhead Winch, make, offer or promise to make any payment or transfer anything of value, directly or indirectly: i. to any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations), ii. to any political party, official of a political party or candidate, iii. to an intermediary for payment to any of the foregoing, or iv. to any other person or entity if such payment or transfer would violate the laws of the country in which made. (b) It is not a government official, political party official or candidate, or an immediate family member of such an official or candidate. (c) It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. If Supplier becomes aware of any circumstances suggesting that any such payment or transfer has occurred, it will immediately notify Arrowhead Winch, and Arrowhead Winch may immediately terminate this Agreement by written notice. For the purposes of the Foreign Corrupt Practices Section of this Agreement "government official" means any officer or employee of any government or any department, agency or instrumentality thereof, or of any government-owned or government-controlled corporation or any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, corporation or public international organization. (d) Supplier agrees that it will, at the request of Arrowhead Winch, certify that, in relation to this Agreement, it has not, and to Supplier's knowledge no other person, including but not limited to every employee, representative, and agent of Supplier or of Arrowhead Winch, made, offered to make, or agreed to make any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind to or for the benefit of any government official, political party, party official or candidate for political office in order to secure or

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retain business. Supplier further agrees that, should it learn of or has reason to know of any such payment, offer, or agreement to make a payment to a government official, political party, or political party official or candidate in connection with Arrowhead Winch business, it will immediately advise Arrowhead Winch of such knowledge or suspicion. (e) Arrowhead Winch shall be allowed reasonable access to Supplier's books and records and shall have the right to audit Supplier on a periodic basis.

29. Network Security/Privacy Liability (Cyber Liability): Provider will maintain network security/privacy liability (cyber liability) insurance of at least \$5,000,000 each claim and \$5,000,000 in the aggregate, including without limitation, coverage for: (a) protection of private or confidential information, whether electronic or non-electronic; (b) network security and privacy liability; (c) liability for systems attacks; (d) denial or loss of service; (e) introduction, implantation, or spread of malicious software code; (f) security breaches; (g) unauthorized access and use, including regulatory action expenses; (h) cyber extortion; (i) and third party liability, including without limitation notification and credit monitoring expenses.

In the event Supplier becomes aware of a security incident, Supplier will promptly, and in no case later than 24 hours after first becoming aware of a security incident, notify Arrowhead Winch in writing of such security incident. A "security incident" for purposes of this section shall mean an occurrence of unauthorized access, possession, manipulation, or use of the Data, or non-compliance with any applicable law or regulation concerning any Data. Notice shall include date and time of the start of the security incident, detailed circumstances of the scope and source of the incident, containment actions taken and planned by Supplier, and impact to production and supply of products to Arrowhead Winch. Supplier's initial action steps shall include, without limitation, (i) resetting any administrative passwords on accounts associated with the security incident; (ii) suspension of access to Arrowhead Winch's data stored on the Supplier's system to any individuals suspected of involvement with the security incident; (iii) provide to Arrowhead Winch relevant log file information. Supplier agrees to discuss details of the security incident with Arrowhead Winch IT management to determine any additional mitigation actions required to protect Arrowhead Winch systems and interests. It is expected that Supplier will take any and all action to ensure continuity of production and supply of product to Arrowhead Winch.

Supplier will promptly investigate any security incident and use diligent efforts to remedy such incident. Supplier agrees to promptly provide data security reports and updates regarding the investigation, control, and remedy of said security incident. Arrowhead Winch agrees to reasonably cooperate in the handling of the security incident. Supplier shall protect, defend, indemnify, and hold harmless Arrowhead Winch from any and all damages, costs (including without limitation reasonable attorneys' fees and costs associated with customer notification), penalties, liabilities and expenses arising out of, or in connection with, or resulting from Supplier's breach of its obligations under this Section.

30. General. Any assignment of this purchase order or any interest therein without Arrowhead Winch's prior written approval shall be void. No waiver of any provision of this purchase order shall constitute a waiver of any other provision, or a waiver of any subsequent default. Usage of trade shall not be applicable to this purchase order unless consistent with these terms and conditions. If any provision in these terms and conditions is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this purchase order shall be construed as if such invalid or unenforceable provision had not been included. This purchase order and the contract it forms shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any specific remedies provided for in these terms and conditions are cumulative and in addition to any other or remedies Arrowhead Winch may have.

Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interests in any manner arising under this Agreement, or to recover damages for the breach hereof, the non-prevailing party in any action pursued in courts of competent jurisdiction (finality of which action is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages, and expenses, including attorney's fees, expended or incurred in connection therewith.

Nothing contained in this Agreement shall create any agency, fiduciary, joint venture, or partnership relationship between Arrowhead Winch and Supplier.

31. Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement, or any purchase order issued hereunder, if such failure arises out of unforeseeable causes beyond the control and without the fault or negligence of such non-performing party and by which the exercise of reasonable diligence such non-performing party was unable to prevent including, acts of God, acts of government, flood or fires or other physical natural disasters, epidemics, quarantine restrictions, strikes, freight embargoes, and any other emergency beyond such non-performing party's control. Supplier shall give written notice to Arrowhead Winch within three (3) business days after it becomes aware of any circumstance or event which may reasonably be anticipated to cause or constitute, or which constitutes an event of force majeure as described above. Such notice shall contain a detailed description of the delay and of the affected portion of work. Within seven (7) business days after such notice, Supplier shall deliver a detailed written description of the work around plan, alternative sources, and any other means that Supplier shall, at its own cost, use to prevent such further delay. If delivery of any Products shall be delayed for a reason of force majeure for more than one (1) month beyond the last day of the month when delivery was scheduled, Arrowhead Winch may, upon written notice to Supplier with respect to the undelivered Products, terminate this purchase order without any liability.

SUPPLEMENTAL TERMS AND CONDITIONS FOR SERVICES

Effective May 5, 2025 (supersedes all prior Terms and Conditions)

The following terms and conditions supplement the general terms and conditions of this purchase order when Arrowhead Winch is purchasing services. To the extent these terms and conditions are inconsistent with the general terms and conditions, these terms and conditions shall govern the performance of the work.

1. Scope of Work. Supplier, as promptly and as economically as practicable, shall perform all necessary services, shall procure, order, and furnish all required materials, labor, and equipment, and perform all of the services necessary for the construction, installation, and completion of, and shall construct, install, and complete all of the work specified in this purchase order and in any specifications, drawings, and other descriptive data provided by Arrowhead Winch (collectively, the "Contract").

2. Time of Completion. Supplier shall complete the work in accordance with the specifications on or before the date set forth in the Contract. If Supplier fails to do so, Arrowhead Winch in addition to any other remedies may terminate the agreement on the notice to the Supplier. If Supplier is delayed in performing or completing the work by lockouts, fire, unavoidable casualties, or other causes beyond the Supplier's control and without its fault or negligence, then the time for completing work may be extended for a reasonable period, but any extension for a period of seven days or more shall be valid only with Arrowhead Winch's written approval.

3. Payments. Arrowhead Winch shall pay Supplier the sum set forth on the face of this purchase order for the performance of the work under the Contract (the "Contract Sum"). The Contract Sum shall be due thirty days after the work is finally completed in accordance with the specifications; provided, however, that payment shall not be due until Supplier has delivered a complete release of all liens, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to Arrowhead Winch indemnifying it against any lien. Supplier shall pay the costs of the work as they are incurred, and shall promptly pay each subcontractor, upon receipt of payment from Arrowhead Winch, out of the amount paid to Supplier on account of such subcontractor's portion of the work the amount to which each subcontractor is entitled. Supplier shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to subcontractors in a similar manner. Arrowhead Winch shall have no obligation to pay or see to the payment of money to a subcontractor except as may otherwise be required by law. If Supplier fails to pay any costs, including payments to subcontractors, Arrowhead Winch shall have the right to pay such amounts directly, upon twenty-four hours written notice to Supplier, and deduct such costs from the Contract Sum. Any expense or cost arising out of the negligence of Supplier or that of its agents or employees, for replacing defective work, for damage to property, and for the disposal of material wrongly supplied, may be paid by Arrowhead Winch for the account of Supplier and deducted from the Contract Sum.

4. Arrowhead Winch's Rights. Arrowhead Winch shall have the right to inspect the work at all times. Such inspection shall not relieve Supplier of any of its obligations to perform the work strictly in accordance with the Contract. Arrowhead Winch shall at all times have access to the work and Supplier shall provide facilities for such access. Arrowhead Winch shall have authority to reject work, which does not conform to the Contract. Arrowhead Winch may require special inspection or testing of the work, whether or not such work has been fabricated, installed or completed. If Arrowhead Winch reasonably believes that Supplier is failing to carry out the work in accordance with the Contract, then Arrowhead Winch may order Supplier to stop the work, or a portion of the work until such time as the cause for such stop order has been eliminated. Arrowhead Winch's right to stop the work shall not obligate Arrowhead Winch to do so for the benefit of Supplier. If Supplier should fail to prosecute the work properly (including the failure to staff the job due to labor disputes of any type) or fail to perform any provision of the Contract Documents, including unauthorized schedule delay, Arrowhead Winch, after three (3) days' written notice to Supplier without correction, may, without prejudice to any other rights or remedy Arrowhead Winch may have, have such deficiencies made good by others, and may deduct the cost thereof from the Contract Sum. These rights shall be in addition to and not in limitation of any other rights of Arrowhead Winch granted in the Contract or at law or in equity.

5. Insurance. Supplier shall maintain insurance coverage in at least the following amounts: (a) Workers Compensation—Statutory Limit(s) for the jurisdiction(s) in which this purchase order is to be performed (or evidence

of authority to self-insure); (b) Employer's Liability – \$1,000,000; (c) Commercial General Liability (including Contractual Liability, Products/Completed Operations, Independent Contractors, Premises/Operations and Broad Form Property Damage) – \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate; and (d) Automobile Liability (including owned, non-owned and hired vehicles) – \$1,000,000 Each Occurrence (\$2,000,000 if operating vehicles owned by Arrowhead Winch and/or agent(s) thereof).

At Arrowhead Winch's request, Supplier shall furnish to Arrowhead Winch insurance certificate(s) naming Arrowhead Winch as an additional insured for coverages described in (c) and (d). Each certificate of insurance shall have attached to it each applicable policy's endorsement specifically confirming additional insured status. Each certificate shall disclose the applicable deductible and/or self-insured retention and contain a statement of the insurer's obligation to notify Arrowhead Winch at least thirty (30) days prior to cancellation, expiration or material change in any covered policy. Any deductible amount or self-insured retention is the sole responsibility of Supplier. These policies shall be endorsed to be primary to and noncontributory with Arrowhead Winch's insurance and provide a waiver of subrogation rights against Arrowhead Winch as additional insured. Supplier's purchase of insurance coverage or the furnishing of insurance certificates shall not release Supplier of its obligations or liabilities under this purchase order. In the event of Supplier's breach of this provision, Arrowhead Winch shall have the right to cancel the undelivered portion of any Products or services covered by this order and shall not be required to make further payments except for conforming Products delivered or services rendered prior to cancellation.

6. Drug and Alcohol Use. If Supplier is to perform services on Arrowhead Winch's premises, Supplier will advise its employees, agents, and subcontractors that it is Arrowhead Winch's policy to (a) prohibit the use, possession, sale, and distribution of alcohol, illegal drugs, or other controlled substances on its premises, and (b) prohibit the presence on Arrowhead Winch's property of employees of Supplier, any subcontractor, or agent who has such substances in his or her body for nonmedical reasons. Entry onto Arrowhead Winch's property constitutes consent to an inspection of the employees of the Supplier, subcontractor, or agent, including vehicles and personal effects when entering, while on, or upon leaving Arrowhead Winch's property. Any Supplier employee, subcontractor, or agent who is found in violation of this policy will be removed and barred from Arrowhead Winch's premises.

7. Compliance with Arrowhead Winch's Environmental Procedures. If Supplier encounters or becomes aware of any environmentally related issues including but not limited to (a) the release or substantial threat of release of a hazardous substance, (b) the discovery of materials or substances of unknown origins on or under the premises, or (c) the discovery of any underground storage tank, and/or similar occurrences, then Supplier shall immediately notify Arrowhead Winch. With the exception of appropriate emergency actions necessary to prevent or contain the spread of hazardous substances, Supplier shall not take any action in respect of such environmentally related issue without first obtaining Arrowhead Winch's written authorization.

Supplier shall indemnify and hold harmless Arrowhead Winch, its divisions, subsidiaries, and affiliates, their officers, directors, agents, and employees from every claim, damage, loss, liability, action or cause of action, complaint, or suit, whether or not groundless or fraudulent for bodily injury, sickness, disease, or death or damage to property arising out of any breach of its obligations to comply with Arrowhead Winch's environmental procedures.

8. Subcontracts. Unless Arrowhead Winch approves in writing, Supplier shall obtain the agreement of every subcontractor to be bound to these terms and conditions.

9. Separate Contracts. Arrowhead Winch shall have the right to let other contracts in connection with this and other work and Supplier shall (a) afford other vendors or contractors opportunity for the execution of their work and (b) properly connect and coordinate its work and theirs.

10. Use of Premises. Supplier shall confine its equipment, the storage of materials, and the operations of its workers to limits indicated by law, ordinances, or permits, and shall not unreasonably encumber the premises. Before storing any materials or equipment, Supplier shall obtain Arrowhead Winch's clearance

SUPPLEMENTAL TERMS AND CONDITIONS FOR SERVICES

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designating the location and space for such storage.

11. Permits and Regulations. Before commencing work, Supplier shall supply or obtain all necessary building permits and other necessary permits and licenses. If Supplier is unable to procure necessary permits, Arrowhead Winch may (a) cancel the Contract without any liability whatsoever, or (b) procure the permits with the costs to be deducted from the Contract Sum. Supplier shall comply with all standards and regulations of the Occupational Safety & Health Administration.

12. Cleaning Up. Supplier shall (a) keep the premises free from accumulations of waste material or rubbish caused by its employees or work, (b) remove all rubbish, implements, and surplus materials from the premises and (c) leave the premises broom clean.

13. Taxes. Supplier agrees that, unless otherwise indicated in the Contract, the Contract Sum (a) does not include any state or local sales, use, or other tax from which an exemption is available, and (b) includes all other applicable federal, state, and local taxes. Supplier agrees to accept and use tax exemption certificates when supplied by Arrowhead Winch if acceptable to the taxing authorities. In case it shall ever be determined that any tax included in the Contract Sum was not required to be paid by Supplier, Supplier agrees to notify Arrowhead Winch and to make prompt application for the refund thereof, to take all proper steps to procure the same and, when received, to pay the same to Arrowhead Winch.

14. Affordable Care Act Compliance. Supplier represents and warrants that with respect to any services provided to Arrowhead Winch it complies, and covenants and agrees that it will continue to comply at all times during the term of the Agreement, with all applicable provisions of the Affordable Care Act (defined as the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended, and including any pertinent regulations, rulings, notices or other guidance), including, without limitation, the provisions relating to shared responsibility for employers to offer "minimum essential coverage" that is "affordable" and "minimum value" to "full-time employees" (as those terms are defined in section 4980H of the Internal Revenue Code ("Code")), and the applicable employer information reporting provisions under Code §§6055 and 6056. Supplier and Arrowhead Winch agree that for all purposes including the Affordable Care Act: (i) Supplier is the common law employer (as defined in Treas. Reg. §31.3401(c)-1(b)) of its employees providing services to Arrowhead Winch; (ii) each calendar year, Supplier will offer affordable, minimum value, minimum essential coverage to any of its employees who provide services to Arrowhead Winch; and (iii) Supplier will not take any contrary position with respect to the foregoing, including, without limitation, before any regulatory agency or in any court proceeding. Although the parties agree that Supplier is the common law employer of its employees providing services to Arrowhead Winch, the parties also agree that Supplier's offer of group health coverage in compliance with the Affordable Care Act satisfies the requirements of Treas. Reg. §54.4980H-4(b)(2) and may be treated as an offer of coverage by Arrowhead Winch for all purposes of Code §4980H. Supplier shall require any sub- Suppliers providing services pursuant to the purchase order to comply with this section. Supplier shall provide Arrowhead Winch with evidence of Supplier's compliance, and any sub-supplier's and subcontractor's compliance with this section upon Arrowhead Winch's request.