



SUPPLIER PURCHASE ORDER TERMS & CONDITIONS

Effective Date: 08/01/2026

These Purchase Order Terms and Conditions ("Terms") apply to all purchase orders ("Purchase Orders" or "POs") issued by **Nexus Elevating Partnerships Ltd. Co. ("Nexus USA" / "Nexus")**

The term "Supplier" includes Supplier itself and, where applicable, any manufacturer, subcontractor, sub-supplier, factory, agent, freight provider, or other third party engaged by Supplier in connection with the Products.

These Terms, together with the applicable Purchase Order and any written specifications referenced therein, constitute the complete agreement between Nexus USA and Supplier for the Products identified on the Purchase Order.

PURCHASE ORDER ACCEPTANCE

Supplier's acceptance of a Purchase Order constitutes acceptance of these Terms.

Acceptance may occur by:

1. signing or acknowledging the Purchase Order;
2. commencing production or procurement of the Products;
3. shipping any Products; or
4. otherwise performing any portion of the Purchase Order.

Any terms or conditions contained in Supplier's quotation, acknowledgment, invoice, order confirmation, website, or other document that are inconsistent with or additional to these Terms are rejected unless expressly accepted in writing by an authorized representative of Nexus USA.

In the event of a conflict, the following order of precedence shall apply:

1. written amendments signed by both parties;
2. the applicable Purchase Order;
3. these Terms;
4. Supplier's quotation, solely to the extent expressly incorporated into the Purchase Order.

SUPPLIER RESPONSIBILITY FOR DOWNSTREAM SUPPLIERS

Supplier acknowledges that Nexus USA may rely upon Supplier to source, manufacture, inspect, package, document, export, and arrange shipment of Products through one or more third parties.

Supplier remains **fully responsible for the acts and omissions of all manufacturers, factories, subcontractors, suppliers, agents, and other third parties used by Supplier** in connection with the Products.

Supplier's use of a third party shall not:

- reduce Supplier's obligations to Nexus USA;
- transfer any responsibility or liability away from Supplier;
- excuse any delay, defect, nonconformance, or failure to perform; or
- create any direct contractual relationship between such third party and Nexus USA.

Supplier shall be responsible for ensuring that all downstream suppliers are contractually bound to requirements sufficient to enable Supplier to comply fully with these Terms.

NO SUBSTITUTION OR CHANGE WITHOUT APPROVAL

Supplier shall not, without the prior written approval of Nexus USA:

- change the manufacturer or factory;
- change the location of manufacture;
- substitute materials, components, or processes;
- change product design, dimensions, specifications, tolerances, finishes, or performance characteristics;
- use an alternative supplier;
- change packaging or labeling where such change could affect the Product or regulatory compliance; or
- make any other material change to the Products.

Nexus USA may reject Products manufactured or supplied in violation of this section.

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PRODUCT REQUIREMENTS

All Products shall:

1. strictly conform to the applicable Purchase Order;
2. conform to all drawings, specifications, samples, approved submittals, and other requirements supplied or approved by Nexus USA;
3. be new and unused unless otherwise specified;
4. be free from defects in design, materials, workmanship, manufacture, and packaging;
5. be merchantable and fit for their intended commercial purpose;
6. comply with applicable laws and regulations;
7. be properly packaged for international transportation and final delivery;
8. be properly marked, labeled, and documented; and
9. conform to all approved samples and specifications.

No verbal modification of Product requirements shall be binding upon Nexus USA.

QUALITY CONTROL AND INSPECTION

Supplier shall maintain commercially reasonable quality-control procedures sufficient to ensure that Products conform to the Purchase Order.

Nexus USA may require Supplier to provide:

- inspection reports;
- certificates of conformity;
- material certifications;
- test reports;
- photographs;
- dimensional inspection records;
- serial-number records;
- factory inspection documentation; and
- other reasonable documentation demonstrating Product conformity.

Nexus USA may, directly or through a representative, inspect Products or the manufacturing facility upon reasonable notice. Inspection, approval, payment, or acceptance by Nexus USA shall not waive any latent defect, warranty claim, nonconformity, or other contractual right.

PRE-SHIPMENT APPROVAL

For Products designated by Nexus USA as requiring pre-shipment inspection, Supplier shall not ship Products until Nexus USA has approved shipment in writing.

Pre-shipment approval does not constitute final acceptance and does not release Supplier from any warranty or other obligation.

NONCONFORMING PRODUCTS

Nexus USA may reject any Product that does not conform to the Purchase Order or these Terms.

At Nexus USA's option, Supplier shall promptly:

1. replace the nonconforming Products at Supplier's expense;
2. repair the Products at Supplier's expense;
3. refund the purchase price;
4. reimburse Nexus USA for reasonable costs associated with inspection, sorting, rework, return shipment, replacement, or disposal; or
5. provide another commercially reasonable remedy approved by Nexus USA.

Supplier shall bear all reasonable transportation and related costs associated with correcting Supplier's nonconforming Products.

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Nexus USA's rights under this section are in addition to any other rights or remedies available under the Purchase Order or applicable law.

WARRANTY

Unless a longer warranty is specified on the Purchase Order, Supplier warrants that all Products shall be free from defects in materials, workmanship, manufacture, and design for a period of **twelve (12) months following delivery to Nexus Elevating Partnership's USA customer**, or **eighteen (18) months following shipment from the manufacturing facility**, whichever occurs later.

Supplier warrants that Products will conform to all specifications, drawings, approved samples, representations, and requirements applicable to the Purchase Order.

Supplier shall promptly repair, replace, or refund Products that fail to comply with the foregoing warranty.

Supplier's warranty obligations shall survive inspection, acceptance, payment, shipment, and delivery.

CUSTOMER WARRANTY SUPPORT

Supplier acknowledges that Nexus USA may provide its customer with warranties or other obligations that are equal to or greater than the warranties provided by Supplier.

Supplier shall reasonably cooperate with Nexus USA in investigating and resolving customer warranty claims relating to Products.

Supplier shall reimburse Nexus USA for reasonable costs incurred as a direct result of a Product defect or Supplier's failure to comply with the Purchase Order, including reasonable costs of:

- replacement Products;
- repair;
- inspection;
- testing;
- freight;
- expedited transportation;
- rework;
- customer returns;
- field service directly attributable to the defective Product; and
- reasonable administrative costs associated with resolving the issue.

DELIVERY

Time is of the essence with respect to all delivery dates stated in a Purchase Order.

Supplier shall immediately notify Nexus USA in writing if Supplier believes that it may miss any required delivery date.

Supplier shall not ship Products early, late, or in partial quantities without Nexus USA's prior written approval.

If Supplier fails to meet the required delivery date, Nexus USA may, at its option:

- require expedited transportation at Supplier's expense;
 - cancel all or part of the Purchase Order;
 - obtain substitute Products from another source;
 - recover reasonable incremental costs resulting from the delay; or
 - exercise any other remedy available under the Purchase Order or applicable law.
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DIRECT SHIPMENT TO NEXUS Elevating Partnership's CUSTOMER

Supplier acknowledges that Products may be shipped directly from the manufacturing facility or other location in China to Nexus' customer in the United States.

Supplier shall comply with all written shipping instructions provided by Nexus.

Unless otherwise expressly stated on the Purchase Order:

- Supplier shall be responsible for proper export documentation;
- Supplier shall provide accurate commercial invoices, packing lists, certificates, and other required documentation;
- Supplier shall not identify itself to Nexus' customer as the seller or owner of the Products;
- Supplier shall not alter the commercial terms negotiated between Nexus and its customer;
- Supplier shall not include Supplier's own sales literature, pricing, invoices, quotations, or promotional materials in the shipment;
- Supplier shall not communicate pricing or commercial information concerning Nexus' transaction to Nexus' customer; and
- Supplier shall identify Nexus, or another party designated by Nexus, as the appropriate commercial party on documentation where instructed by Nexus.

IMPORT, EXPORT, AND CUSTOMS COMPLIANCE

Supplier shall comply with all applicable laws and regulations relating to the export, manufacture, packaging, labeling, documentation, and shipment of Products.

Supplier shall provide accurate information concerning:

- country of origin;
- manufacturer;
- Harmonized Tariff Schedule classification;
- value;
- materials;
- export classification;
- product descriptions;
- applicable certifications; and
- other information reasonably required for customs or regulatory purposes.

Supplier shall not knowingly provide false, misleading, incomplete, or inaccurate customs or commercial documentation.

Supplier shall cooperate fully with Nexus USA and its customs brokers, freight forwarders, and other representatives in responding to customs inquiries or requests for documentation.

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COMPLIANCE WITH U.S. LAWS

Supplier shall comply with all applicable U.S. laws and regulations applicable to its performance under the Purchase Order, including applicable requirements concerning:

- importation;
- product safety;
- labeling;
- intellectual property;
- sanctions;
- export controls;
- forced labor;
- anti-bribery and anti-corruption;
- customs;
- restricted parties; and
- applicable environmental requirements.

Supplier shall not knowingly use prohibited or restricted materials, labor, suppliers, or manufacturing practices that would cause Nexus USA to violate applicable law.

INTELLECTUAL PROPERTY

Supplier shall not use, reproduce, disclose, manufacture, sell, distribute, or provide to any third party any drawings, specifications, designs, samples, models, technical information, customer information, or other intellectual property supplied by Nexus USA except as necessary to fulfill the applicable Purchase Order.

Supplier shall not use Nexus USA's or Nexus USA's customer's name, trademarks, logos, drawings, specifications, photographs, or other intellectual property for any purpose without prior written authorization.

Supplier warrants that the Products supplied under the Purchase Order will not knowingly infringe the intellectual property rights of any third party.

CONFIDENTIALITY

All non-public information provided by Nexus USA shall be considered confidential information.

Confidential information includes, without limitation:

- customer identities;
- customer contact information;
- pricing;
- margins;
- quotations;
- Purchase Orders;
- drawings;
- designs;
- specifications;
- product requirements;
- forecasts;
- sales information;
- business plans;
- supplier information;
- technical information; and
- any information that a reasonable person would understand to be confidential.

Supplier shall not disclose confidential information to any third party except to personnel or subcontractors who have a legitimate need to know and who are subject to confidentiality obligations at least as protective as these Terms.

These confidentiality obligations shall survive termination or completion of the Purchase Order.

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CUSTOMER NON-CIRCUMVENTION

Supplier acknowledges that Nexus USA may introduce Supplier or Supplier's downstream manufacturers to Nexus USA's customers.

Supplier shall not, directly or indirectly, use information obtained through Nexus USA to circumvent, bypass, solicit, or transact directly with any Nexus USA customer introduced to Supplier through Nexus USA.

Supplier shall not:

- solicit business directly from such customer;
- provide pricing directly to such customer;
- accept purchase orders directly from such customer;
- offer competing products directly to such customer;
- disclose Nexus USA's pricing or margins to such customer; or
- assist another party in bypassing Nexus USA.

This restriction shall apply during the term of the parties' relationship and for **twenty-four (24) months following the last transaction involving the applicable customer**, to the maximum extent permitted by applicable law.

Nothing in this section prohibits Supplier from conducting business with a customer where Supplier can demonstrate through contemporaneous written records that a bona fide commercial relationship with that customer existed independently of Nexus USA's introduction before the applicable Nexus USA transaction.

NO DIRECT COMMERCIAL RELATIONSHIP WITH NEXUS USA CUSTOMERS

Supplier understands that Nexus USA is the commercial seller to its U.S. customer unless otherwise expressly stated.

Supplier shall not represent to any customer that Supplier is the seller, distributor, representative, or authorized commercial agent of Nexus USA's customer.

All commercial negotiations, pricing, quotations, changes, and contractual commitments concerning Nexus USA's customer shall be handled through Nexus USA unless Nexus USA expressly authorizes otherwise in writing.

INDEMNIFICATION

Supplier shall defend, indemnify, and hold harmless Nexus USA, its affiliates, officers, directors, employees, agents, and customers from claims, damages, losses, liabilities, costs, and reasonable attorneys' fees arising out of or relating to:

1. defective or nonconforming Products;
2. Supplier's breach of these Terms or the Purchase Order;
3. Supplier's negligence, gross negligence, or willful misconduct;
4. injury, death, or property damage caused by the Products;
5. violation of applicable law by Supplier or its downstream suppliers;
6. inaccurate customs or export documentation;
7. intellectual property infringement attributable to the Products or Supplier;
8. unauthorized disclosure of confidential information;
9. unauthorized dealings with Nexus USA customers; or
10. acts or omissions of Supplier's subcontractors, suppliers, manufacturers, or agents.

INSURANCE

Supplier shall maintain commercially reasonable insurance coverage appropriate to the Products and risks associated with its obligations under the Purchase Order.

Upon request, Supplier shall provide evidence of applicable insurance coverage.

For Products presenting material product-liability exposure, Nexus USA may require Supplier to maintain product liability insurance in an amount reasonably appropriate to the risk.



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PAYMENT

Unless otherwise stated on the Purchase Order, payment terms shall be **[NET 120 DAYS]** following receipt of a valid invoice and all required documentation.

Nexus USA shall have the right to withhold payment for amounts reasonably disputed in good faith.

Payment for Products shall not constitute acceptance of the Products or waiver of any warranty, inspection, rejection, indemnification, or other contractual right.

Supplier shall not condition its obligations to Nexus USA upon payment by Supplier's own suppliers or manufacturers.

Supplier's failure to properly pay a downstream supplier shall not create any obligation for Nexus USA to pay such downstream supplier.

CUSTOMER PAYMENT DOES NOT ALTER SUPPLIER'S OBLIGATIONS

Except where expressly agreed in a written amendment signed by Nexus USA, Supplier's performance obligations are not contingent upon Nexus USA receiving payment from its customer.

Supplier shall not cease production, withhold shipment, or otherwise suspend performance because of any dispute between Nexus USA and its customer.

SETOFF

Nexus USA may set off amounts owed by Supplier to Nexus USA against amounts otherwise payable by Nexus USA to Supplier, to the extent permitted by applicable law.

RECORDS AND TRACEABILITY

Supplier shall maintain records reasonably sufficient to demonstrate compliance with the Purchase Order, including production, inspection, material, shipping, and supplier records.

Supplier shall retain such records for at least **five (5) years** after completion of the applicable Purchase Order unless a longer period is required by law or specified by Nexus USA.

AUDIT RIGHTS

Upon reasonable notice, Nexus USA may request documentation reasonably necessary to verify Supplier's compliance with the Purchase Order.

Where reasonably necessary due to a quality, regulatory, delivery, or compliance issue, Nexus USA may conduct or arrange a reasonable audit of Supplier's relevant operations and records.

Supplier shall cooperate with such audit.

FORCE MAJEURE

Neither party shall be liable for delays caused by events beyond its reasonable control, provided that the affected party:

1. promptly notifies the other party;
2. takes commercially reasonable steps to mitigate the effects of the event; and
3. resumes performance as soon as reasonably practicable.

Force majeure shall not include:

- lack of funds;
- increases in material costs;
- ordinary supplier delays;
- supplier insolvency;
- labor shortages that could reasonably have been mitigated;
- failure of a subcontractor where such failure could reasonably have been avoided; or
- failure to properly plan for reasonably foreseeable events.

Nexus USA may cancel a Purchase Order if a force majeure event continues for more than **thirty (30) days**.

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TERMINATION

Nexus USA may terminate any Purchase Order immediately upon written notice if Supplier:

- materially breaches the Purchase Order;
- repeatedly fails to meet delivery requirements;
- supplies materially defective Products;
- violates confidentiality obligations;
- violates the customer non-circumvention provisions;
- becomes insolvent;
- ceases business operations; or
- violates applicable law in connection with the Products.

Nexus USA may also terminate a Purchase Order for convenience upon written notice, subject to payment for conforming Products completed and accepted by Nexus USA as of the effective termination date and reasonable, documented, non-cancellable commitments expressly authorized by Nexus USA.

LIMITATION OF LIABILITY

Except for liabilities arising from:

- Supplier's indemnification obligations;
- breach of confidentiality;
- intellectual property infringement;
- customer non-circumvention;
- fraud;
- gross negligence;
- willful misconduct;
- violation of applicable law; or
- bodily injury or property damage,

neither party shall be liable to the other for consequential, incidental, special, exemplary, or punitive damages to the maximum extent permitted by applicable law.

Nothing in this section shall limit Supplier's obligation to provide conforming Products, repair or replace defective Products, refund amounts paid for nonconforming Products, or reimburse reasonable direct costs arising from Supplier's breach.

GOVERNING LAW

These Terms and each Purchase Order shall be governed by and construed in accordance with the laws of the State of **Wisconsin, United States**, without regard to its conflict-of-law principles, except to the extent federal law governs the matter. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the parties' transactions.

DISPUTE RESOLUTION

The parties shall first attempt in good faith to resolve any dispute through negotiation between senior management.

If the dispute cannot be resolved through negotiation, the dispute shall be resolved by **[COURTS LOCATED IN WISCONSIN / BINDING ARBITRATION IN UNITED STATES COURT SYSTEM]**.

Supplier consents to the jurisdiction and venue selected in this section and agrees that service of process may be made in accordance with applicable law.

Nothing in this section prevents Nexus USA from seeking temporary, preliminary, or injunctive relief necessary to protect confidential information, intellectual property, customer relationships, or other rights.



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NO ASSIGNMENT

Supplier may not assign or transfer the Purchase Order or any of its rights or obligations without Nexus USA's prior written consent.

Nexus USA may assign the Purchase Order to an affiliate, successor, purchaser of substantially all of its assets, or other entity in connection with a corporate transaction.

INDEPENDENT CONTRACTOR

Supplier is an independent contractor and is not an employee, partner, joint venturer, agent, or representative of Nexus USA. Supplier shall have no authority to bind Nexus USA unless expressly authorized in writing.

NO THIRD-PARTY BENEFICIARY RIGHTS

Except for Nexus USA's expressly identified affiliates, indemnified parties, and customers where applicable, these Terms do not create rights in any third party.

SEVERABILITY

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The parties intend that any invalid provision shall be modified only to the minimum extent necessary to make it enforceable while preserving the parties' original commercial intent.

WAIVER

Failure by Nexus USA to enforce any provision of these Terms shall not constitute a waiver of its right to enforce that provision in the future.

ENTIRE AGREEMENT

These Terms and the applicable Purchase Order constitute the entire agreement between Nexus USA and Supplier concerning the applicable transaction and supersede prior discussions or understandings concerning that transaction.

Any amendment must be in writing and approved by an authorized representative of Nexus USA.

ELECTRONIC ACCEPTANCE

Electronic signatures, electronic acknowledgments, email confirmations, and electronically transmitted Purchase Orders shall be deemed effective and binding to the same extent as original signed documents.

SURVIVAL

The provisions concerning:

- confidentiality;
- intellectual property;
- customer non-circumvention;
- indemnification;
- warranties;
- payment obligations;
- dispute resolution;
- governing law; and
- any other provisions that by their nature should survive

shall survive completion, cancellation, or termination of the applicable Purchase Order.

ACKNOWLEDGMENT

By accepting a Purchase Order from Nexus USA, Supplier acknowledges that it has read, understands, and agrees to these Purchase Order Terms and Conditions.