

International Coolers, LLC

Purchase Order Terms and Conditions

Revised August 2026 (v2) — supersedes May 2024

These Purchase Order Terms and Conditions (the “Terms and Conditions”) shall apply to all agreements entered into by International Coolers, LLC, its subsidiaries and affiliates (“International Coolers”), for the purchase of tangible and intangible goods and services (collectively, “Product” or “Products”).

1. Purchase Orders. All purchase orders (“PO”) issued by International Coolers shall be governed by these Terms and Conditions.

2. No Alteration. These Terms and Conditions may not be altered, directly or indirectly, by the seller or ultimate provider (the “Seller”) or by conduct of International Coolers or Seller. Any additional or different terms in any Seller quotation, acknowledgment, invoice, or other document are expressly rejected and shall be of no effect unless specifically agreed to in a writing signed by International Coolers.

3. Modifications, Rescissions, or Waivers. All modifications, rescissions, or waivers of any International Coolers PO or these Terms and Conditions shall be stated explicitly in a prior writing signed by International Coolers and Seller.

4. Seller as Independent Contractor. Seller is an independent contractor in all its activities under any PO. Seller is responsible for all social security, unemployment insurance, worker's compensation, income tax, and any other payments or deductions required by local, state, or federal law or regulation. Seller has no authority to create any obligation or liability for or in the name of International Coolers.

5. Good Title. Seller shall convey all Products and constituent parts with good title, by rightful transfer, free from any security interest or other lien or encumbrance, and free of rightful claim of any third person by way of infringement or the like.

6. Notice of Shipment. Seller shall give International Coolers immediate electronic notice of shipment with carrier name and shipment tracking information. Each shipment shall include a fully completed Bill of Lading and a detailed packing slip with the Purchase Order number on each delivery. When freight is quoted as prepaid and add, Seller shall immediately provide the actual freight price to International Coolers upon shipment.

7. Delivery. Time is of the essence. All deliveries of Products shall be completed free on board to the destination(s) selected by International Coolers, at the delivery times specified in the PO or other written notice to Seller, and at the Seller's full cost and risk of loss. Shipments must equal the exact amounts identified in the PO and no partial shipments, changes, or substitutions in specifications may be made without International Coolers' prior written consent.

8. Premium Transportation. If it becomes necessary for Seller to ship by a more expensive mode than specified on the face of the PO to meet a schedule, Seller shall pay any resulting premium transportation cost unless Seller can establish to International Coolers' satisfaction that the necessity for the change in routing is occasioned by force majeure events.

9. Proof of Delivery. Proof of all completed deliveries shall be pursuant to a signed, clean Bill of Lading or signed copy of the packing slip by International Coolers' authorized representative.

10. Packaging. Seller shall package all shipped Products to prevent damage, with prominent labeling of all packaging, at Seller's cost. A packing list must be enclosed in all shipments showing the International Coolers part number(s), purchase order number, and exact quantity and description of the goods shipped.

11. Late Delivery Penalty. Seller shall pay International Coolers late delivery penalties of 1.5% of unit price per calendar day of late delivery, to an aggregate maximum of 30% of unit price, for all Products not delivered by the

delivery times specified in the PO or other written notice to Seller. International Coolers may deduct accrued late delivery penalties from any amount otherwise payable to Seller.

12. Payment. International Coolers shall pay for delivered Products within sixty (60) business days of receipt of delivered Products and Seller's written invoice, subject to International Coolers' rights of inspection, rejection, and setoff under these Terms and Conditions.

13. Payment Security; Remittance Changes. International Coolers shall make payment only to the Seller remittance account established in writing at the time of PO issuance or as changed in strict compliance with this Section. Any change to Seller's remittance information, payment method, bank account, or payment address must be requested in writing and shall not be effective until International Coolers has independently verified the change by contact with a known officer of Seller at a telephone number or address independently confirmed by International Coolers from records predating the change request — not from contact information contained in the change request itself. International Coolers shall have no liability for any payment made to a fraudulent or unauthorized account where the payment instructions were received by email or other electronic communication and not verified in accordance with this Section, and any such payment shall not discharge Seller's obligations to its own creditors or give rise to any claim against International Coolers for the same amount. Payment made by International Coolers to the verified account on record fully discharges International Coolers' payment obligation.

14. Setoff. International Coolers may set off against any amount payable to Seller under any PO any amount owed by Seller to International Coolers under any PO or other agreement, including without limitation late delivery penalties, warranty charges, rejection and return costs, and indemnification amounts.

15. Presumptions. Seller shall be conclusively presumed to have waived Seller's right to receive payment for goods or services covered by any PO if Seller has not submitted an invoice for the goods or services within six (6) months of the date of the PO.

16. Risk of Loss. Risk of loss for all Products purchased by International Coolers shall pass to International Coolers upon actual delivery to the location(s) selected by International Coolers.

17. Changes. International Coolers reserves the right to make changes in drawings, designs, specifications, scope of work to be performed, time and place of delivery, and method of transportation. If such change is to be made, it will be evidenced in writing by International Coolers in the form of a revised PO. If any such change has an effect on the price, warranty, delivery date, or indemnification provisions of the PO, an equitable written acknowledgement of the effect on the changed provisions shall be indicated on the PO. Seller may not make any change in drawings, design specifications, scope of work to be performed, time and place of delivery, or method of transportation without International Coolers' written PO acknowledging the change. Any such revised PO accepted by Seller shall be incorporated in and amend the PO.

18. Cancellation for Convenience. International Coolers may cancel any PO, in whole or in part, at any time prior to delivery by written notice to Seller. Upon such cancellation, International Coolers' sole liability shall be payment for conforming Products completed and delivered before the effective date of cancellation and Seller's reasonable, documented, and unavoidable direct costs of work in process that cannot be mitigated, not to exceed the PO price. Seller shall use commercially reasonable efforts to mitigate all cancellation costs. In no event shall International Coolers be liable for Seller's lost profits or overhead on cancelled work.

19. Damaged or Destroyed Products. International Coolers shall have the right to reject receipt of Products that are defective, damaged, or destroyed by giving written notice of rejection to Seller within thirty (30) business days immediately following complete delivery to the location(s) selected by International Coolers.

20. Defective Products. International Coolers shall have the right to reject, with full refund of purchase price to International Coolers, or require repair, at Seller's expense, of any defect in Products received by giving written notice to Seller within ninety (90) business days of discovery of any defect. Defects not subject to reasonable discovery after delivery shall be subject to International Coolers' right to reject, with full refund of purchase price,

or repair at Seller's expense, by written notice of defect to Seller for a period of no more than ten (10) years immediately following complete delivery of the Products subject to defect(s). Return shipping and handling of rejected or defective Products shall be at Seller's cost.

21. Intellectual Property Rights. Any copyright, trademark, trade secret, software, data, idea, concept, process, formula, invention, system, report, or other intellectual property resulting from any Seller work performed for the PO, derived from or based on information supplied by International Coolers, or conceived or reduced to practice by Seller using International Coolers' funds, will be the sole property of International Coolers. Seller agrees to assign and hereby assigns to International Coolers any interest Seller may have in such intellectual property right or invention conceived or reduced to practice by Seller.

22. Intellectual Property Indemnity. Seller shall save, indemnify, and hold harmless International Coolers, its agents, customers, and users of the Products from and against all loss, damage, and liability incurred on account of any infringement or alleged infringement of a patent, copyright, or trademark, or misappropriation of a trade secret, or other violation of an intellectual property right of a third party, arising out of the manufacture, sale, or use of such Products by Seller, International Coolers, International Coolers' agents, customers, or users of the Products.

23. Insurance. Seller shall maintain insurance with coverages and limits that are customary for the industry in which it operates, and with insurers with A.M. Best ratings of at least B+ VII. If Seller or its subcontractors or their directors, officers, agents, and employees are on International Coolers' premises or a project site, or perform work with any of International Coolers' employees or customers, Seller must provide International Coolers a certificate of insurance upon request showing that Seller is covered by Workers' Compensation as required by law; Employers Liability and Occupational Disease insurance with limits of at least \$1,000,000 per occurrence; Automobile Liability with limits of at least \$1,000,000; Commercial General Liability with limits of not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage; and Umbrella Liability with limits of at least \$5,000,000. The Commercial General Liability policy shall name International Coolers as an additional insured as its interest may appear, be primary and non-contributory to any insurance available or maintained by International Coolers, and contain a waiver of subrogation in favor of International Coolers.

24. On-Site Services. If Seller performs any services at one of International Coolers' sites or a project site designated by International Coolers, International Coolers reserves the right to interview and accept or reject any personnel Seller provides prior to assignment. International Coolers may require any such personnel to pass a drug screening test. Seller agrees to employ only competent and skilled personnel to perform the services and will use all practicable means to ensure the continued employment of personnel performing services pursuant to the PO. Upon International Coolers' request, Seller will immediately remove and replace any personnel who are unsatisfactory to International Coolers for any lawful reason. If Seller is or becomes a party to any collective bargaining agreement regarding contracted personnel, no provision in that agreement shall be binding upon International Coolers, unless otherwise required by law. Seller further agrees that, while Seller's personnel are on International Coolers' premises or a project site, they will abide by International Coolers' normal rules of work and safety guidelines and those of the site owner or general contractor.

25. Subcontracting and Assignment. Seller shall not subcontract or assign any PO, or any right or obligation under any PO, in whole or in part, without International Coolers' prior written consent. Any permitted subcontracting shall not relieve Seller of any obligation under the PO, and Seller shall remain fully responsible for the acts and omissions of its subcontractors. International Coolers may assign any PO to any affiliate or successor entity without Seller's consent.

26. Hazardous Products or Materials. Seller shall provide prior written notice to International Coolers of all hazardous Products or materials contained in Products, including warning labels and safety data sheets, in compliance with 29 C.F.R. §1910.1200.

27. Compliance with Laws; Imports. Seller shall comply with all applicable federal, state, local, and foreign laws, regulations, and orders in the performance of each PO, including without limitation those relating to customs, import, export controls, trade sanctions, anti-bribery and anti-corruption, product safety, and labor and employment. For imported Products, Seller shall provide accurate country-of-origin information, commercial invoices, and all documentation reasonably required for customs entry, and shall be responsible for any penalty, duty differential, or cost arising from Seller's inaccurate or incomplete trade documentation.

28. Warranties. Seller warrants that all Products delivered under the PO will be free from defects in design, material, and workmanship; will conform to applicable descriptions, specifications, and drawings; and will be suitable for the purpose intended. THIS WARRANTY SHALL BE IN ADDITION TO ALL WARRANTIES ARISING AS A MATTER OF LAW AND SHALL SURVIVE ACCEPTANCE AND PAYMENT. Seller's warranties will be enforceable by International Coolers' customers as well as International Coolers, will begin at delivery to International Coolers, and remain valid for thirty-six (36) months after delivery to International Coolers' customers.

29. Confidentiality. Seller shall keep confidential all non-public information of International Coolers obtained in connection with any PO — including drawings, specifications, designs, pricing, customer identities, and project information — and shall use such information solely to perform the PO. This obligation survives completion, cancellation, or termination of the PO. Seller shall not identify International Coolers or its customers, or use any International Coolers trademark, in any advertising, publicity, or customer list without International Coolers' prior written consent.

30. Time of Essence. Time is of the essence for all scheduled times and deadlines.

31. Force Majeure. Neither Seller nor International Coolers shall be liable for a delay in the performance of its obligations and responsibilities under the PO when the delay is due to causes beyond its control, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood, or other natural disaster, provided that the affected party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials or labor (including strikes or lockouts) shall not be considered a force majeure delay.

32. Indemnity. The Seller covenants and agrees to defend, indemnify, protect, and hold harmless International Coolers, its subsidiaries, affiliates, parent companies, and their respective directors, officers, agents, shareholders, members, contractors, employees, successors, and assigns (collectively, the "Indemnified Persons") from and against any liability, claim of liability, allegation, judgment, cost, expense (including reasonable attorneys' fees and costs), cause of action, loss, or damage whatsoever — including, without limitation, death or injury to any person or damage to any property — resulting from or arising out of the Seller's acts or omissions (or those of its subcontractors) in connection with these Terms and Conditions or any Purchase Order, whether resulting from, without limitation, negligence, failure to comply with applicable laws, breach of any warranty, representation, or certification, defect in design, material, or workmanship, or strict liability, other than those acts or omissions which are directly caused by the gross negligence or willful misconduct of an Indemnified Person. International Coolers shall provide the Seller with timely written notice of any such claim, provide all relevant information, and cooperate reasonably with the Seller in furtherance of the Seller's obligation herein. If International Coolers is required to bring an action for enforcement of this indemnification provision, International Coolers shall be entitled to an award of its reasonable attorneys' fees and costs incurred in such proceeding.

33. Governing Law. All International Coolers POs and these Terms and Conditions, including any ancillary documents thereto and hereto, shall be governed by the laws of the State of Texas and applicable federal law of the United States of America, without regard to conflicts of law principles.

34. Limitation of Damages. International Coolers shall not be liable to Seller, under any circumstances, for consequential damages, indirect damages, lost profits (direct or indirect), or exemplary or punitive damages. In no event shall International Coolers' aggregate liability to Seller under any PO exceed the price of the Products

actually delivered and accepted under that PO.

35. Exclusive Venue. Exclusive, mandatory venue for all disputes, subject to the alternative dispute resolution provisions herein, shall be the state and federal district courts sitting in Collin County, Texas.

36. Alternative Dispute Resolution. Any controversy or claim arising out of or relating to these Terms and Conditions, any PO, or any document to which these Terms and Conditions or a PO apply, or the breach thereof, including the validity, scope, enforceability, and arbitrability of this arbitration agreement, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the then-effective AAA Commercial Arbitration Rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any provisional remedy which would be available from a court of law shall be available from the arbitrator pending arbitration. The Federal Arbitration Act shall govern all arbitration proceedings. The arbitration shall be conducted in Collin County, Texas, by one neutral arbitrator chosen by AAA according to its then-effective Commercial Arbitration Rules. Neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally, who shall make deposits as requested by AAA. Failure or refusal by a party to pay its share of the requested deposits shall constitute a waiver by the non-paying party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims in the arbitration. Informing the arbitrator of a party's failure to pay its share of the requested deposits for the purpose of implementing this waiver provision shall not be deemed to affect the arbitrator's impartiality, neutrality, independence, or ability to proceed with the arbitration. Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The prevailing party, as determined by the arbitrator, shall be entitled to an award of reasonable attorneys' fees, for the arbitration and for all appeals of the award, as well as arbitration fees and AAA administrative expenses. This agreement to arbitrate shall survive the termination or repudiation of any agreement or contract to which these Terms and Conditions apply.

37. No Waiver; Severability. No failure or delay by International Coolers in exercising any right, power, or remedy under these Terms and Conditions shall operate as a waiver thereof. If any provision of these Terms and Conditions is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to make it enforceable.