



1.0 DEFINITIONS

- 1.1 **“Goods and/or Services”** shall mean all materials and equipment, supplies, parts, components, devices, and all other tangible property to be furnished by Seller including all applicable documentation pursuant to any Purchase Order.
- 1.2 **“Intellectual Property”** shall mean all intellectual property rights, including without limitation the following: i) patents, copyrights, and trade or service marks, trade or service names, ii) data and database rights, rights in confidential information including non-public corporate and financial information, iii) technical and other know-how, trade secrets, proprietary information, iv) technology, inventions, designs, drawings, plans, technical specifications, processes and procedures, software, mask works, formulas, computer programs, source and object codes, programs, works of authorship, discoveries, developments, techniques, systems, and, as to all of the foregoing, all modifications, improvements or enhancements thereto and whether or not registered, including all applications for any of them, all equivalent rights in all parts of the world, whenever and however arising for their full term and any renewals or extension thereof.
- 1.3 **“Purchase Order”** shall mean any purchase order, work order or similar document issued by or on behalf of the Purchaser describing the Goods and/or Services to be purchased by the Purchaser from the Seller.
- 1.4 **“Purchaser”** shall mean Trendsetter Engineering, Inc., a Texas corporation.
- 1.5 **“Seller”** shall mean the person, firm, or company named in the Purchase Order as the party to supply the Goods and/or Services and shall include without limitation Seller’s legal representatives, successors, and assigns.
- 1.6 **“Services”** shall mean all work, activities, or services performed by Seller pursuant to the Purchase Order.

2.0 ACCEPTANCE

- 2.1 Seller shall comply with all terms set forth herein and in the Purchase Order, to which these terms are attached and/or are expressly incorporated by reference (collectively, the “Purchase Order”), including amendments, specifications and other documents referred to in this Purchase Order. Unless otherwise stated on the face of the Purchase Order or in a separate written supply agreement between the parties, the terms herein shall prevail over conflicting terms. ANY ACCEPTANCE OR ACKNOWLEDGMENT OF THE PURCHASE ORDER BY SELLER (INCLUDING WITHOUT LIMITATION BY BEGINNING PERFORMANCE OF ANY OF THE WORK OR ACTIVITIES CALLED FOR IN THE PURCHASE ORDER), SHALL BE DEEMED AS A FULL ACCEPTANCE BY SELLER OF THE PURCHASE ORDER.

3.0 COMPLETE AGREEMENT

- 3.1 The Purchase Order and these Terms and Conditions, together with all documents, schedules or exhibits attached to either and/or separate but incorporated by reference, including drawings (“Drawings”) or specifications (“Specifications”), shall collectively form the entire agreement between the Purchaser and Seller. All prior negotiations, proposals, and/or writings in any way related to the Purchase Order are hereby superseded. Any references to Seller’s quotation, bid document, or proposal are for information or clarification purposes only, and do not constitute acceptance of any term, condition or instruction contained in any such document.

4.0 SUBSTITUTIONS

- 4.1 No substitutions shall be made in the Purchase Order without the prior written authorization of Purchaser. No agreements or understandings, modifying the conditions or terms of the Purchase Order shall be binding upon Purchaser unless and until agreed to by Purchaser in writing.

5.0 PRICE AND PAYMENT

- 5.1 The prices on the Purchase Order are firm and are inclusive of all taxes, fees and/or duties applicable to the Goods and/or Services ordered under the Purchase Order. No change to the Purchase Order price will be allowed unless specifically agreed to in writing by Purchaser by the issuance of a Purchase Order revision.
- 5.2 Unless stated otherwise on the face of the Purchase Order, Seller shall only issue an invoice for Goods and/or Services ordered under a Purchase Order once these Goods and/or Services have been delivered as per Section 7.0. Seller shall submit all invoices to AP@trendsetterengineering.com. Unless stated otherwise on the Purchase Order, payment of all non-disputed amounts shall be due by Purchaser 30 days after receipt of a proper invoice for which Goods and/or Services have been delivered. Invoices shall be rendered separately for each delivery, cover not more than one Purchase Order, include the Purchaser order number and description of the Goods and/or Services.
- 5.3 Seller shall submit invoices no later than 60 days once Goods and/or Services are delivered and/or performed. To the maximum extent permitted by Law, Purchaser shall be entitled to reject Seller’s invoice without liability if Seller fails to issue any invoice after the time set forth above.
- 5.4 Purchaser may withhold any amount of an invoice that is disputed in good faith.
- 5.5 Payment for Goods and/or Services shall not be deemed acceptance thereof.

6.0 SHIPMENT

- 6.1 All shipments and packages shall be properly packed according to the applicable transport to protect against damage and deterioration. Seller shall pay for damaged Goods and/or Services resulting from improper packing or marking. Each package shall be numbered and labeled with the Purchase Order number, and itemized packing lists must accompany each shipment. Purchaser’s count will be accepted as conclusive on shipments not accompanied by Seller’s itemized packing list.
- 6.2 Seller shall notify Purchaser in writing upon acceptance of this Purchase Order if Goods furnished are subject to laws or regulations relating to hazardous or toxic substances; or when disposed of, to regulations governing hazardous wastes, or to any other applicable environmental or safety and health regulations. Seller shall furnish without limitation all appropriate and required shipping, handling and use certifications, instructions, labeling, lists and Goods and/or Services representations for shipping, safety handling, exposure and disposal in a form sufficiently clear for use by Purchaser’s non-technical personnel and sufficiently specific to identify all action which the user must take concerning the material. In addition to the above, the following certification MUST be made on the bill of lading: “This is to certify that the above-named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to any applicable transportation regulations.”



7.0 DELIVERY

- 7.1 Seller shall deliver all Goods and/or Services, including all required information and documentation, to the delivery location and per the delivery terms detailed on the Purchase Order. Upon receipt of the Goods and/or Services, Purchaser shall inspect the Goods and/or Services to ensure that they are in full compliance with the requirements detailed in the Purchase Order and shall document all such non-conformances. All non-conforming Goods and/or Services shall be rejected by Purchaser and returned to Seller at Seller's sole cost with instructions to correct the non-conformances and deliver the repaired Goods and/or Services or updated documentation per the delivery terms detailed on the Purchase Order.
- 7.2 Seller will have achieved delivery of the Goods and/or Services when (1) Goods and/or Services have been received at the delivery location detailed in the Purchase Order, (2) Purchaser has completed the receipt inspection of the Goods and/or Services, (3) Purchaser has completed the review of all applicable product documentation as required per the Purchase Order and (4) Purchaser has accepted the Goods and/or Services along with all information and applicable product documentation required per the Purchase Order.
- 7.3 All risk of loss or damage to the Goods and/or Services will remain with Seller until delivered to and accepted by Purchaser per Section 7.2 unless Purchaser and Seller agree otherwise in writing. Unless otherwise agreed by Purchaser, all deliveries shall be made to Purchaser's facility on Carter Road in Houston, Texas.

8.0 ASSIGNMENT

- 8.1 Seller may not assign or novate (including by change of ownership or control, by operation of law or otherwise) this Purchase Order or any interest herein, including payment, without Purchaser's prior written consent. Seller shall not subcontract or delegate performance of all or any substantial part of the work called for under this Purchase Order without Purchaser's prior written consent. Any agreed assignee/novatee of Seller shall be bound by the terms and conditions of this Purchase Order. Purchaser reserves the right to assign this Purchase Order to Purchaser's affiliates without such consent. Seller's use of domestic subsidiaries or affiliates of Seller to provide portions of the Goods and/or Services shall not be considered an assignment of this Purchase Order if such use is a normal part of Seller's operation at the effective date of this Purchase Order.

9.0 CONFIDENTIALITY

- 9.1 "Confidential Information" shall include: i) Purchaser's Intellectual Property, ii) any other proprietary or trade secret, non-public data or material supplied to the Seller by Purchaser, including financial information, iii) any information regarding Purchaser's customers or suppliers, iv) any information, data, documents, records and materials or Intellectual Property of any nature developed by Seller in connection with performance of the Purchase Order, and v) any information, data, record or document of any nature or in any medium marked as confidential or proprietary.
- 9.2 During the term commencing on the Purchase Order release date and extending for a period of 10 years after Delivery of the Goods and/or Services under the Purchase Order, Seller shall retain the Confidential Information in absolute confidence and not under any circumstances disclose it to any third party or make public disclosure. Seller shall use the Confidential Information only as necessary for the performance of the Purchase Order. Seller shall not disclose the Confidential Information to any subsupplier without first requiring this same agreement in writing from the subsupplier and written consent from Purchaser. Seller shall return all Confidential Information and copies thereof to Purchaser upon completion of Seller's obligations under the Purchase Order or upon Purchaser's written request at any earlier time.
- 9.3 Purchaser shall have no obligation of confidentiality with respect to documents, records, data or information supplied by Seller, without regard to labeling or notations on the face thereof, absent a separate written confidentiality agreement.

10.0 INTELLECTUAL PROPERTY

- 10.1 All Intellectual Property, including drawings, field notes, specifications, computer programs (data files and other software in whatever form), and any other documents, records, and materials, in whatever form, developed or conceived by Seller in connection with a Purchase Order ("New IP"), shall be considered works for hire by Seller for Purchaser and will be the property of Purchaser. Supplier shall provide the original and all copies of the New IP to Purchaser when Goods are delivered, Services are completed, or earlier upon Purchaser's written request. Seller hereby assigns and agrees to assign in the future as necessary the New IP to Purchaser and shall require its employees and subcontractors assign the New IP also, including any patent rights, copyrights or trade secret information or technology.
- 10.2 Seller hereby grants to Purchaser an irrevocable worldwide royalty free transferable license to Seller's Intellectual Property that is necessary to the use and operation of the Goods and/or Services.
- 10.3 Purchaser shall retain ownership of its Intellectual Property.

11.0 INDEMNIFICATION – INTELLECTUAL PROPERTY

- 11.1 For all items furnished under this Purchase Order, if the design of an item was not furnished by the Purchaser, Seller shall indemnify, defend, release and hold harmless Purchaser, and its successors and assigns, from all judgments for damages resulting from any claims or suits for infringement of United States patents, copyrights, trademarks, or other intellectual property rights. Seller shall defend all such suits and shall pay all related costs. If the use of such item is enjoined, Seller shall, at its sole expense and subject to Purchaser's sole discretion, procure the right to continue use of the item, modify the item to render it non infringing, replace the item with a non-infringing item, or remove the item completely and refund the purchase price plus all related transportation, installation, and dismantling costs to Purchaser.

12.0 INDEMNIFICATION – GENERAL

- 12.1 Seller shall release, indemnify, defend, and hold harmless Purchaser Group from and against all claims, demands, proceedings, damages, cost (including legal cost), losses, liabilities, and expenses arising out of or related to this Purchase Order hereafter referred to as "Claims" for: (1) injury, sickness or death of Seller Group personnel; (2) Loss of or damage to Seller's Group property; (3) Seller's failure to comply with any and all Applicable Laws, codes, ordinances, or regulations; or (4) pollution (including clean-up cost) emanating from Seller Group's property and equipment whether owned, leased or hired.
- 12.2 Purchaser shall release, indemnify, defend, and hold harmless Seller Group from and against all Claims for: (1) injury, sickness or death of Purchaser Group personnel; (2) loss of or damage to Purchaser Group property except for property that is free issued to Seller that is in the care, custody and control of Seller; (3) pollution (including clean-up cost) emanating from Purchaser Group property and equipment whether owned, leased or hired.



- 12.3 Seller shall release, indemnify, defend, and hold harmless Purchaser Group from and against all Claims resulting from any infringement or alleged infringement of any patent, registered design, copyright, trademark, or other intellectual property right or trade secret misappropriation arising out of or in connection with the performance or use of the Services under any Purchase Order.
- 12.4 Each party shall release, indemnify, defend, and hold harmless the other party from and against all Claims for indirect, special, punitive, exemplary, or consequential damages or losses including, but not limited to, damages or losses for lost production, lost revenue, lost product, lost profits, lost business, or business interruptions (“Consequential Losses”) suffered by the other party except for any liquidated damages as specified in the Purchase Order.
- 12.5 Each party shall release, indemnify, defend, and hold harmless the other party from and against all Claims for (1) personnel injury, sickness, or death or third parties; and (2) loss of or damage to or loss of use of property of third parties caused by or resulting from the negligence of each party. In the event of joint or concurrent negligence or fault of both parties, each party’s obligation hereunder shall be limited to its allocable share of such joint or concurrent negligence or fault. Any party guilty of willful misconduct or gross negligence will not be indemnified.

13.0 WARRANTIES

- 13.1 Seller warrants that all Goods and/or Services and components thereof furnished hereunder by Seller or any of its subcontractors shall be: (i) new and of merchantable quality, fit for the purpose intended, (ii) in strict conformity with Specifications and other requirements of the Purchase Order, (iii) free from defects in materials, workmanship and design, and (iv) manufactured with proper materials, sizes and capacity to perform satisfactorily under the full range of operating and/or design conditions specified. In addition, Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 15 calendar days of its assertion provided such liens do not arise out of Purchaser’s failure to pay amounts not in dispute under this Purchase Order.
- 13.2 The foregoing warranties shall apply for a period of twelve (12) months from date of shipment of the Goods and/or Services (the “Warranty Term”). The warranty herein shall also apply to any replaced or corrected Good(s).
- 13.3 If any of the Goods and/or Services are found to be defective or otherwise not in conformity with the warranties in this Section 13.0 during the Warranty Term, then Purchaser, in addition to any other rights, remedies and choices it may have by law, contract and/or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its discretion and at Seller’s expense may (i) require Seller to inspect and repair or replace/re-perform nonconforming Goods and/or Services with Goods and/or Services that conform to all requirements of this Purchase Order; (ii) take such actions as may be required to cure all defects and/or bring the Goods and/or Services into conformity with all requirements of this Purchase Order, in which event all related costs and expenses (including, but not limited to, material, labor, and handling cost and any required re-performance of value added machining, fabrication or other services as may be required) and other reasonable charges shall be for Seller’s account, (iii) reject and return all or any portion of such Goods and/or Services. Any repaired or replaced good, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above.
- 13.4 Seller shall also warrant that it is able to license Seller’s Intellectual Property to Purchaser necessary for Purchaser to use and operate the Goods and/or Services as describe in Section 10.2 and that such use by Purchaser will not infringe on the Intellectual Property rights of any third party.

14.0 TITLE

- 14.1 Seller warrants full and unrestricted title to Purchaser for all Goods and/or Services furnished by Seller under this Purchase Order, free and clear of all liens, restrictions, reservations, security interests, and encumbrances. If Purchaser makes progress payments to Seller under this Purchase Order, title to the Goods and/or Services, but not risk of loss or damage, shall pass pro rata to Purchaser at the time that Purchaser pays each milestone payment and as soon as the Good(s) is/are rendered such that it is identifiable under the Purchase Order. All such Goods and/or Services shall be adequately marked as being the property of Purchaser. Or, at Purchaser’s election, title shall pass when Purchaser pays 100% of outstanding balance.
- 14.2 Title to Goods and/or Services shall pass to Purchaser no later than the time of Delivery as defined in Section 7.0, if passage of title shall not waiver or prejudice Purchaser’s right to reject defective or non-conforming Goods and/or Services or any other right Purchaser may have, including warranty or indemnity claims.

15.0 DEFAULT

- 15.1 Purchaser may terminate this Purchase Order for cause, or at any time after any of the following events, which constitute a material breach of Seller’s obligations under the Purchase Order, have occurred: (i) Seller files bankruptcy or an involuntary bankruptcy proceeding is commenced against Seller; (ii) Seller makes a general assignment for the benefit of its creditors; (iii) If any receiver is appointed for Seller’s business; (iv) Seller fails to perform within the time specified in the Purchase Order or on any other written extension granted by Purchaser; (v) Seller fails to make progress which, in Purchaser’s reasonable judgment, endangers the performance of the Purchase Order in accordance with its terms; (vi) Seller violates or allows a violation of any legal requirement or applicable law or lawful requirements of any competent authority or instructions of Purchaser or (vi) Seller breaches any of the terms and conditions of the Purchase Order.
- 15.2 Such termination shall become effective if the Seller does not cure such default event within five 5 business days after receipt of the notice of default from Purchaser or immediately if such breach is incapable of cure.
- 15.3 Termination by Purchaser under Section 15.0 does not in any way prejudice any other rights or remedies which Purchaser may have.
- 15.4 Upon termination, Seller shall immediately discontinue the terminated work and place no further contracts or subcontracts in respect to the terminated work. Seller shall inventory, maintain, and turn over to Purchaser all materials and any work-in-progress including all supporting documentation. Purchaser, without incurring any liability to Seller, may procure, at Seller’s expense and upon terms it deems appropriate, Goods and/or Services comparable to those so terminated. Seller shall continue performance of this Purchase Order to the extent not terminated and shall be liable to Purchaser for any excess cost incurred by Purchaser required to secure such comparable Goods and/or Services from others; however, such excess cost shall not exceed 110% of the value of the Good and/or Services that are the subject of the termination.
- 15.5 Purchaser may retain any monies owed to Seller for work completed prior to termination of this Purchase Order to offset anticipated additional expenses incurred in completion of performance or other damages incurred by Purchaser because of Seller’s default.
- 15.6 Purchaser may choose to waive any default by Seller without relinquishing the right to enforce Article Section 15.0 in the case of later defaults by Seller.



16.0 TERMINATION

16.1 At any time, Purchaser may terminate for its convenience all or any separable part of this Purchase Order by giving written notice to Seller. On the date notice of such termination is received by Seller, Seller shall: discontinue all work so terminated, shall place no additional orders, shall terminate all subcontracts to the extent they relate to work terminated, shall preserve and protect materials on hand purchased for or committed to this Purchase Order, work in progress, and completed work both in Seller's and in Seller's suppliers' plants, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work pending Purchaser's written instructions, and shall dispose of same in accordance with Purchaser's written instructions.

16.2 Seller and Purchaser shall promptly and mutually agree to a termination payment, if any. Such payment shall be based upon that portion of the work satisfactorily performed through the date of termination, including reimbursement for reasonable profit on such work, plus reasonable and necessary expenses resulting from the termination and as documented to Purchaser's satisfaction. Seller shall not be entitled to any loss of prospective profits, contribution to overhead on terminated work or incidental, consequential, or other damages because of such termination. Seller shall deliver or assign all Goods and/or Services with all applicable warranties or dispose of Goods and/or Services as directed in writing by Purchaser prior to final payment.

17.0 SCOPE OF REMEDIES

17.1 The rights and remedies provide hereunder are in addition to and in no way limit all rights or remedies that Purchaser may have by law, in contract or at equity. Purchaser shall be entitled to recover all direct costs or damages associated with any defective or non-conforming Good or any breach of the warranty hereunder. Purchaser may withhold and offset all costs or damages incurred by Purchaser hereunder against any sums due to Seller.

17.2 Provided, that neither party shall be liable to the other for any indirect or consequential damages, including lost profit, loss of business, unless caused by the willful conduct of the party

18.0 OFFSET

18.1 Purchaser reserves the right to withhold from Seller's payment (i) any amount owned to Purchaser by Seller or its affiliates under this Purchase Order or any other agreement, or (ii) any amount imposed on Purchaser by a third party because of Seller's actions or inactions pursuant to the Purchase Order.

19.0 FORCE MAJEURE

19.1 Neither Purchaser nor Seller shall be liable for failure to perform hereunder if such failure is due to any event beyond the reasonable control of the affected party, such as: acts of God (except weather or storms of the ordinary seasonal nature), tornadoes, hurricanes, floods, earth quakes, war; riot, civil commotion, terrorist attacks, insurrection, government orders, floods, or fire (a "Force Majeure Event"); provided that such party has used all reasonable efforts and due diligence to avoid, prevent, mitigate and overcome the effects of such occurrence and to make up any resulting delay.

19.2 If Seller is unable to perform for reasons beyond its control, Seller must notify Purchaser in writing within forty-eight (48) hours of the occurrence producing the Force Majeure delay. Such notice shall include a description of the event of Force Majeure in reasonable details and shall set for the anticipated impact of such event on the scheduled delivery date for the Goods and/or Services. Seller shall forfeit its exclusion from liability under this article if Seller's fails to submit such required written notice. After receipt of such notice, Purchaser shall have the right either to accept Seller's delay in ability to perform or require Seller to initiate corrective actions to overcome the delay or terminate the order in accordance with Section 16.0 above.

20.0 GOVERNING LAW

20.1 The Purchase Order, these Terms and Conditions and all disputes between the parties shall be governed by and subject to the laws and jurisdiction of the State of Texas and venue for all purposes shall lie in Harris County, Texas, USA.

21.0 VALIDITY OF PROVISIONS

21.1 In the event any provision, or any part or portion of any provision of the Purchaser Order or these Terms and Conditions shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

22.0 SURVIVAL

22.1 The parties agree that the termination of the Purchase Order or completion of any work or provision of services under a Purchase Order shall not release the parties from the obligations which expressly or by their nature survive or extend beyond the Purchase Order termination or completion of the work.

23.0 HSE

23.1 Seller acknowledges Purchaser's strong commitment to health, safety, and the protection of the environment (HSE) and warrants that it has a written HSE policy signed by an authorized officer of Seller and is actively supported and endorsed by Seller's management. Seller further warrants that its HSE policy is widely disseminated and understood among Seller's personnel. In the performance of the work, Seller shall take all necessary precautions to protect the safety of Seller's personnel, Purchaser's personnel, and all other persons on or about the work site. Seller shall comply with the Health, Safety, and Environmental requirements attached hereto as Exhibit "A" as amended from time to time by Purchaser. Seller will provide, at its sole cost and expense, all necessary safety clothing and equipment for the performance of the work under this Agreement. Seller will report all safety related accidents or incidents at any level of seriousness to Purchaser within 24 hours of the event. Seller will adhere to all safety conditions as detailed on attached Exhibit A.

24.0 COMPLIANCE WITH SUPPLIER GUIDING PRINCIPLES

24.1 Seller acknowledges Purchaser's commitment to conducting business responsibly and ethically, as well as respected international human rights principles. Seller further warrants that it will comply with Purchaser's Supplier Guiding Principles attached hereto as Exhibit "B."



EXHIBIT A - HEALTH, SAFETY, & ENVIRONMENTAL REQUIREMENTS

Section I - MINIMUM HSE RESPONSIBILITIES (All Sellers)

Seller shall meet the following health, safety and environmental (HSE) requirements, at a minimum, as appropriate based on the work being performed by Seller. Compliance with these requirements is the direct responsibility of Seller, unless otherwise stated herein. Seller is to conduct its work in a manner that protects the health and safety of all Seller's personnel, Purchaser's personnel, third parties and the environment.

Seller shall:

- Comply with all: (1) Applicable Laws and regulations, (2) industry standards and best practices, (3) permit stipulation(s), (4) all applicable governmental programs, plans, approvals, and conditions, and (5) Purchaser HSE requirements as specified herein;
- Have and comply with a written HSE policy, HSE management system (HSEMS), and necessary HSE program/plans/procedures that are acceptable to Purchaser. Upon request, Seller shall submit its HSE policy, HSE management system (HSEMS), and necessary HSE program/plans/procedures to Purchaser for review and comment prior to initiation of work. Should a Seller not have written HSE policy, HSEMS or the necessary HSE programs/plans/procedures, at Purchaser's sole discretion, Seller may be allowed to follow some or all of Purchaser's HSE policy, HSEMS, HSE programs/plans/procedures in lieu of developing its own;
- Upon request by Purchaser, participate and cooperate fully with Purchaser in Bridging Process (see Section II) to ensure adequate alignment of these requirements;
- As appropriate, or as requested by Purchaser, and based on the work being performed, the Seller shall provide, at Seller's sole cost and expense, all necessary life-saving equipment, as may be agreed to in the Bridging Document, and ensure proper operation of such life-saving equipment, for the protection of Seller's Personnel, Purchaser's Personnel and third parties;
- Comply with any reasonable HSE, security and social requirement required by Purchaser in the future;
- Immediately comply with any stop work order by the Purchaser or Purchaser's personnel, Seller's personnel or third party to protect health, safety and the environment;
- Provide Purchaser's personnel access to operations, personnel, facilities, and documents to conduct audits, validations and/or inspections;

Section II – BRIDGING PROCESS (At Discretion of Purchaser)

Purchaser has the right, but not the obligation, at its sole discretion, to require Seller to engage in the Bridging Process with Purchaser. The Bridging Process will consist of an evaluation of Seller's HSE policy, programs, plans and procedures (including security and social), as appropriate, based on the work being performed or provided by Seller, and any other reasonable HSE, requirement imposed by Purchaser.

Upon request, Seller shall engage in the HSE Bridging Process. Seller shall fully and completely participate, cooperate, and provide all relevant documentation for review by Purchaser. Seller shall also designate an HSE Bridging point of contact, if requested by Purchaser, and complete in a timely manner the Bridging Questionnaire provided by Purchaser.

The Bridging Process will result in a document (the "Bridging Document") that outlines how the Seller and Purchaser's HSE policy, programs, plans and procedures will be aligned. In the event of a difference, Purchaser has the right, and not the obligation, to require that Seller comply with the more stringent HSE requirement.

The Bridging Document, upon completion, shall be executed by Seller. Seller shall be obligated implement the corrective actions outlined in the Bridging Document. Failure to resolve any deficiency or gap or to follow the agreed Bridging Document, to the reasonable satisfaction of Purchaser, may be deemed a breach of Seller's contract with Purchaser and/or may result in a "stop work" order by Purchaser until such time as the deficiency is resolved to the reasonable satisfaction of Purchaser. Seller shall ensure that Seller's Personnel know, understand, and comply with the Bridging Document.



EXHIBIT B – SUPPLIER GUIDING PRINCIPLES

Values and Commitments at Trendsetter Engineering, Inc.

The reputation of Trendsetter Engineering, Inc. is built on trust and respect. Our employees, management and those who do business with us know we are committed to earning their trust with a set of values that represent the highest standards of quality, integrity, excellence, compliance with the law, and respect for human rights in communities where we operate. Our Company has always endeavored to conduct business responsibly and ethically. We respect international human rights principles, including the United Nations Declaration of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work. These corporate values are formalized in the Company's Human Rights Policy. Our acknowledgment of these international principles is consistent with our dedication to enriching the workplace, respecting all human rights, preserving the environment, and strengthening the communities where we operate.

The Supplier Guiding Principles – Reflecting the Company's Values

The Supplier Guiding Principles (SGP) are an important part of TEI Company's human rights and workplace accountability programs. These programs are driven by the belief that good corporate citizenship is essential to our long-term business success and must be reflected in our relationships and actions in our workplaces and the workplaces of those who are authorized to directly supply our business.

Recognizing that there are differences in laws, customs, and economic conditions that affect business practices locally and globally, we believe that shared values must serve as the foundation for relationships between Trendsetter Engineering, Inc. and its suppliers or contractors, starting with the commitment to respect all human rights. The Supplier Guiding Principles communicate our values and expectations and emphasize the importance of responsible workplace policies and practices that comply, at a minimum, with applicable environmental laws and with local labor laws and regulations. The principles outlined below reflect the values we uphold in our own policies, and we expect our direct suppliers or contractors to follow the spirit and intent of these guiding principles to ensure respect for all human rights.

Prohibit Child Labor

Adhere to minimum age provisions of applicable laws and regulations.

Prohibit Forced Labor and Abuse of Labor

Prohibit physical abuse of employees and prohibit the use of all forms of forced labor, including prison labor, indentured labor, bonded labor, military labor, slave labor and any form of human trafficking.

Eliminate Discrimination

Maintain workplaces that are free from discrimination or physical or verbal harassment. The basis for recruitment, hiring, placement, training, compensation, and advancement should be qualifications, performance, skills, and experience.

Work Hours and Wages

Compensate employees relative to the industry and local labor market. Operate in full compliance with applicable wage, work hours, overtime, and benefits laws, and offer employees opportunities to develop their skills and capabilities and provide advancement opportunities where possible.

Provide a Safe and Healthy Workplace

Provide a secure, safe, and healthy workplace. Maintain a productive workplace by minimizing the risk of accidents, injury, and exposure to health risks.

Protect the Environment

Conduct business in ways which protect and preserve the environment. Meet applicable environmental laws, rules, and regulations.

Business Integrity

Conduct business with integrity, respecting relevant laws and avoiding bribes and fraudulent practices.

Grievance Procedure and Remedy

Provide workers with a mechanism to express grievances without fear of reprisal and ensure concerns are appropriately addressed in a timely manner.

Management Systems

Have appropriate and effective systems in place to control actions ensuring lawful compliance and respect for all human rights.

Compliance with Applicable Laws and Standards

Comply with all applicable local and national laws, rules, regulations and requirements in the manufacturing and distribution of our products and supplies and in the provision of services.

In pursuit of these guiding principles, TEI's expectations of its suppliers and contractors include:

1. Laws and Regulations

Supplier/contractor will comply with all applicable local and national laws, rules, regulations and requirements in the manufacturing and distribution of our products and supplies and in the provision of services. This includes compliance to regulations related to labor, health and safety, environmental protection, business integrity, trade practices, and industry -specific standards.



2. Child Labor

Supplier/contractor will comply with the minimum age requirements established by local and national child labor laws. This includes adherence to the International Labor Organization (ILO) conventions on the minimum age for employment and the prohibition of the worst forms of child labor. Suppliers and contractors must implement robust measures to verify the age of all employees prior to employment. Documentation and verification procedures must be in place to ensure that no person under the legal working age is employed.

3. Forced Labor

Supplier/contractor will not use forced, bonded, prison, military, or compulsory labor or any form of human trafficking. As well as ensuring all work is voluntary, and employees have the freedom to terminate their employment at any given time without penalty. Suppliers and contractors must comply with international labor standards, including those established by the International Labor Organization (ILO) and the United Nations' Universal Declaration of Human Rights. This included adherence to principles against forced labor, as outlined in ILO Conventions 29 and 105.

4. Abuse of Labor

Supplier/contractor will comply with all local and international standards including those established by the International Labor Organization (ILO), will not physically abuse employees and establish a safe, respectful work environment. Additionally, they will uphold fundamental principles and rights at work such as freedom of association and elimination of forced or compulsory labor.

5. Discrimination

Supplier/contractor will comply with all international labor and applicable local and national discrimination laws based on race, color, age, gender, sexual orientation, ethnicity, disability, religion, or political affiliation. This includes adherence to the international labor standards set forth by the International Labor Organization (ILO) and the United Nations' Universal Declaration of Human Rights. Suppliers and contractors must ensure equal employment opportunities for all employees and job applicants. Recruitment, hiring, placement, training, compensation, and advancement opportunities must be based on qualifications, performance, skills, and experience.

6. Wages and Benefits

Supplier/contractor will comply with all applicable local and national wages and benefits laws, including providing all legally mandated benefits such as health insurance, pensions, and paid leave. Compliance with international labor standards, such as those established by the International Labor Organization (ILO), is required. Suppliers and contractors must communicate clearly and transparently with employees about their compensation and benefits. Suppliers and contractors must ensure that wages and benefits are paid in a timely manner, in accordance with legal requirements. Payment records must be accurately maintained and made available for inspection.

7. Work Hours & Overtime

Supplier/contractor will comply with all applicable local and national work hours and overtime laws. This includes adherence to standards set by the International Labor Organization (ILO) and other relevant international bodies. As well as assuring employees are not required to work more than the maximum hours allowed by law and overtime is compensated at the legally mandated rate. Suppliers and contractors must ensure that any overtime work is voluntary and compensated at the legally mandated rate. Employees must receive appropriate remuneration for any hours worked beyond the standard workweek, as required by law. Suppliers and contractors must provide employees with adequate rest periods and breaks in accordance with local and national laws. Suppliers and contractors must communicate work hours, overtime policies, and compensation clearly and transparently to all employees. Employees should be informed of their rights regarding work hours and overtime, and any concerns should be promptly addressed.

8. Health & Safety

Supplier/contractor will comply with all applicable local and national health and safety laws, this includes adherence to standards set by the International Labor Organization (ILO) and other relevant international bodies. Suppliers and contractors must implement comprehensive health and safety protocols to ensure the well-being of all workers. These protocols should be regularly reviewed and updated to reflect the latest legal requirements and industry best practices. Suppliers and contractors must establish a transparent system for reporting injuries and unsafe conditions. All incidents, regardless of severity, must be reported and investigated promptly to prevent recurrence. Suppliers and contractors must ensure that all workers are provided with and use appropriate personal protective equipment (PPE) for their tasks. Training in the correct use and maintenance of PPE must be provided to all employees. Suppliers and contractors must proactively identify and assess environmental, health and safety (EHS) in the workplace. Suppliers and contractors must implement effective monitoring and enforcement mechanisms to ensure compliance with this policy.

9. Environment

Supplier/contractor will comply with all applicable local and national environmental laws. This includes adherence to environmental standards and guidelines set by international bodies such as the United Nations Environment Program (UNEP) and the International Organization for Standardization (ISO). Suppliers and contractors must implement effective waste management practices to minimize the environmental impact. Suppliers and contractors must handle hazardous substances responsibly, ensuring their use, storage, and disposal comply with legal requirements. Procedures must be in place to prevent the release of hazardous substances into the environment and to protect worker safety. Suppliers and contractors must provide training and resources to all employees on environmental policies and practices. Suppliers and contractors must implement effective monitoring and enforcement mechanisms to ensure compliance with this policy.

10. Business Integrity

Supplier/contractor will comply with all applicable local and national laws and will not use bribes or fraudulent practices. This includes adherence to standards set by the international bodies such as the United Nations Global Compact and the Organization for Economic Cooperation and Development (OECD) Anti-Bribery Convention. Suppliers and contractors must ensure strict adherence to all applicable anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act. Suppliers and contractors must avoid any unethical business practices, including but not limited to conflicts of interest, insider trading, and misrepresentation of information. Suppliers and contractors must maintain accurate and transparent business records. Financial statements, contracts, and other documentation should reflect true and fair views of the business operations.



11. Grievance Procedures and Remedy

Suppliers must establish a transparent and accessible grievance mechanism that allows workers to express concerns without fear of retaliation. This system should ensure confidentiality and provide multiple channels for employees to report issues, including anonymous reporting options. Suppliers are expected to handle grievances promptly and fairly, conducting thorough investigations and providing appropriate remedies. Regular training should be provided to employees on how to use the grievance system, and suppliers must communicate clearly about the processes in place to address and resolve complaints.

12. Management Systems

Suppliers are required to implement robust management systems that ensure compliance with all applicable laws and regulations while upholding the highest standards of human rights. These systems should include policies and procedures for monitoring and managing legal and ethical compliance, risk management, and continuous improvement. Suppliers must regularly review and update their management systems to reflect changes in laws, regulations, and best practices. Effective management systems should integrate training programs, internal audits, and corrective action plans to address non-compliance issues.

13. Demonstration of Compliance

Supplier/contractor must be able to demonstrate compliance with the Supplier Guiding Principles (SGP) at the request and satisfaction of Trendsetter Engineering, Inc. If the core conventions of the International Labor Organization establish higher standards than local law, the ILO standards need to be met by the supplier/contractor. These minimum requirements are a part of all agreements between Trendsetter Engineering, Inc. and its direct and authorized suppliers/contractors. We expect our suppliers and contractors to develop and implement appropriate internal business processes to ensure compliance with the Supplier Guiding Principles (SGP). The Company routinely utilizes independent third parties to assess suppliers' compliance with the SGP. Trendsetter may conduct compliance audits at any given time. The assessments generally include confidential interviews with employees and on-site contract workers. If a supplier fails to uphold any aspect of the SGP requirements, the supplier is expected to implement corrective actions. Compliance failures may be considered a breach of contract between Trendsetter and the supplier. The Company reserves the right to terminate an agreement with any supplier that cannot demonstrate that they are upholding the SGP requirements.