

Forest River Inc.

Purchase Order Terms and Conditions

Effective Date: February 12, 2020

Version: 01.15.2024

TO: All suppliers and vendors

By accepting a Purchase Order, you are hereby acknowledging and agreeing to Forest River's Terms and Conditions, which are incorporated herein and made a part hereof.

1. GOVERNING PROVISIONS. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms, including these Purchase Order Terms and Conditions, contained in this Purchase Order, and Buyer hereby rejects any different or additional terms and conditions proposed by Seller. If this order is sent to Seller in response to a quotation or an offer of Seller submitted to Buyer, the terms of this Purchase Order including these Purchase Order Terms and Conditions (collectively the "Order"), shall supersede and control all provisions in the quotation or offer of Seller and shall be a rejection of such quotation or offer and an offer to Seller. Seller's shipment of any of the goods, or the like (the "Product" or "Products") or performance of any of the services (the "Service" or "Services") covered by this Purchase Order, or Seller's receipt of any payment made pursuant to this Purchase Order, shall constitute Seller's acceptance of this Purchase Order (including these Purchase Order Terms and Conditions), as fully as if Seller had accepted in writing. In the event of a conflict between the terms in the body of the Purchase Order and these Purchase Order Terms and Conditions, such terms in the body of the Purchase Order shall prevail.

2. COMPLIANCE WITH LAWS AND CODE OF CONDUCT. Seller represents and warrants that Seller and Seller's Products and Services provided hereunder shall conform to the requirements of all applicable federal, state and local laws, regulations, rules and orders (collectively, the "Laws"). Seller represents and warrants that all Products shall be adequately contained, packaged, marked, labeled and registered in compliance with the Laws and that all Products and Services are in compliance with any applicable safety standards under the Occupational Safety and Health Act of 1970, as amended, and applicable regulations. Seller represents and warrants that every chemical substance and/or mixture, are in compliance with the Toxic Substances Control Act, as amended, and its implementing regulations, in that such chemical substance is on the Inventory of Chemical Substances under the act, or subject to an applicable exemption thereto. If a Product is regulated under the Federal Food, Drug and Cosmetic Act, as amended (the "Act"), Seller represents and warrants that each shipment or other delivery of the Products covered by this Order, are as of the date of shipment or delivery, whichever is later, not adulterated or misbranded within the meaning of the Act and are not articles which may not, under the provisions of Section 405, 505 or 512 of the Act, be introduced into interstate commerce and are not adulterated or misbranded within the meaning of the food, drug or cosmetic laws of any state or municipality. The foregoing representations and warranties shall be a continuing representation and warranty and shall apply to each shipment. Seller shall defend, indemnify and save harmless Buyer from and against any claims, liabilities, expenses (including attorneys' fees), costs (including administrative costs), fines, penalties, damages of any kind, and/or economic losses, arising out of or resulting from the failure (including without limitation a recall of a Product) of Seller, Products and/or the Services to comply with the requirements of this Paragraph 2. If Seller's Product or Products are subject of a recall, Seller shall be responsive for all costs (including any costs, expenses, fines, penalties or any other kind of damages incurred by Buyer related to the recall) associated with the Product recall, including without limitation any administrative costs associated with the Product recall. Seller will and will cause any person or entity acting on its behalf to fully comply with all applicable laws in the provision of Products and/or Services under this Order, including without limitation anti-money laundering, anti-corruption and anti-bribery laws, and the Foreign Corrupt Practices Act. Without limiting the foregoing, Seller shall comply with all reporting requirements related to The Safety Act and all applicable requirements of the U.S. Department of Transportation and the National Highway Traffic Safety Administration. All raw or fabricated composite wood Products must be compliant with or use only certified or exempt materials or items that meet emissions requirements as stipulated in CARB 93120 PHASE 2, Toxic Substance Control Act Title VI, FMVSS302 and CFMSS302 (as applicable) Seller shall satisfy any and all requirements of 49CFR part 26 in the award and administration of U.S. Department of Transportation assisted contracts and shall not engage in any unlawful discrimination. Seller shall abide by the Forest River Inc., Supplier Code of Conduct, found at <http://www.forestriverinc.com/CP-006SupplierCodeofConductPolicy.pdf>.

3. PRICE AND DELIVERY. The price for the Products and Services is inclusive of all charges. No extra charge of any kind, including without limitation charges for boxing, packing or crating shall be allowed to the Order price unless Buyer specifically agrees to such charge in writing in advance. Unless otherwise provided on this Order, delivery of the Products shall be made at Seller's expense to the location specified on the Order and shall not be deemed complete until the Products have actually been received and accepted by Buyer. Risk of loss and/or damage shall remain with Seller until receipt and acceptance thereof by Buyer.

4. INSPECTION AND ACCEPTANCE. All Products shall be received subject to Buyer's rights of inspection, rejection, and revocation (pursuant to the provisions of Article 2 of the Uniform Commercial Code). Any Buyer's signature on any shipping/receiving or acknowledgment documents shall not constitute acceptance of Products or Services or any different terms or conditions, or acknowledge condition of Products but shall merely acknowledge receipt of a shipment. Without limiting any of Buyer's rights provided by law or by this Order, Seller shall, upon request of Buyer and at Seller's expense, immediately replace at Buyer's facility any Products rightfully rejected by Buyer. Payment for or use of Products prior to inspection shall not constitute acceptance thereof and shall be made without prejudice to any and all claims that Buyer may have against Seller.

5. TAXES AND GOVERNMENTAL CHARGES; IMPORTING. Except as otherwise agreed pursuant to Paragraph 3, this Order shall not include sales or use taxes or customs duties. In no event shall such taxes be added to the Order if Buyer has indicated in this Order that the purchase is exempt from such taxes. Seller agrees to pay any other taxes imposed by federal, state, or local law upon the Products or Services sold to Buyer hereunder unless otherwise agreed, except taxes required

by law to be paid or borne by Buyer. Seller shall, upon request of Buyer, inform Buyer whether the Products are imported or manufactured with imported materials and furnish Buyer with all documentation required for duty drawback for product or imported materials contained in the Product purchased by Buyer hereunder. Seller shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement. Seller assumes all responsibility for shipments of Products requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products. All Products shall be appropriately marked with the country of origin as required by applicable law.

6. INDEMNIFICATION; INSURANCE. Seller agrees to fully indemnify, defend, and hold harmless Buyer and its directors, officers, employees, agents, stockholders, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees and costs Buyer incurs ("Loss"), relating to or arising out of: (1) any breach or alleged breach of any warranties or any other representations or covenants of Seller to Buyer in connection with Seller's performance its obligations under this Order, any Products, or any Services; (2) any actual or alleged patent, trademark or copyright infringement or violation of other proprietary right or other litigation or threatened litigation of any kind in connection with Seller's performance of its obligations under this Order, any Products, or any Services; (3) any actual or alleged injury or death to persons or damage to property resulting from or arising out of the contemplated or foreseeable handling or use of any of the Products or resulting from or arising out of the Services; and/or (4) any other negligence, strict liability, product liability, willful misconduct, or wrongdoing by Seller in connection with any of the Products or Services; provided, however, that such indemnification shall be limited to that portion of the Loss that was caused by Seller's acts and/or omissions. Buyer shall have the right to reasonably control the defense or settlement of any litigation actually brought or threatened against it without reducing its rights to be indemnified by Seller.

Seller shall also at all times carry the following insurance:

Commercial General Liability (Occurrence Form)

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|--|--------------------------|
| Workers Compensation and Employer's Liability | |
| General Aggregate (other than Prod/Comp Ops Liability) | \$2,000,000 |
| Workers' Compensation | State Statutory Limits |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Employer's Liability | |
| Personal & Advertising Injury Liability | \$1,000,000 |
| Bodily Injury by Accident accident | \$1,000,000 each |
| Each Occurrence | \$1,000,000 |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease employee | \$1,000,000 each |
| <u>Auto Liability</u> accident | \$1,000,000 each |
| <u>Umbrella Liability</u> | |
| Each Occurrence and Aggregate | \$5,000,000 |
| Umbrella coverage to Follow-Form | |

The above coverages must be placed with an insurance company with an A.M. Best rating of A VII or better. Buyer shall be named as an additional insured and certificates representing such coverages shall be delivered by Seller to Buyer prior to delivery of Products hereunder and shall be in a form approved by Buyer. Seller hereby releases and waives all rights of subrogation against Buyer possessed by Seller's insurers.

7. **WARRANTY.** Seller warrants that the Products are new, merchantable, safe, fit for intended use, free from defects in workmanship, design, materials, and title, and conform to any specifications, drawings, samples, or other descriptions referenced herein or applicable thereto. Seller shall perform monthly audits of all products that fall within the Fire and Life Safety requirements specified in NFPA 1192 verifying appropriateness for intended use and proper installation method and process. Seller shall report these audit results to Buyer on a monthly basis. Seller further warrants that all Services shall be performed utilizing at least the degree of care and skill exercised by diligent and prudent members of the same profession performing similar services on a national basis, free from defects in workmanship and materials and in conformance with all specifications, plans, or drawings referenced herein or applicable thereto. Products or Services found to be nonconforming or defective in material or workmanship shall, at Buyer's option, be corrected or repaired in place by Seller, or be replaced at Buyer's facilities by Seller, or be returned to Seller at Seller's expense (including transportation and handling costs) for repair, replacement or full refund. Seller shall immediately notify each Buyer's divisions that purchased the Product or Service and Buyer's Office of Corporate Compliance in the event that such Product or Service is found to be non-conforming, defective or subject to recall. Seller shall comply with all reporting requirements related to The Safety Act and all applicable requirements of the U.S. Department of Transportation and the National Highway Traffic Safety Administration and provide Buyer with quarterly status reports related to all Recalls and Technical Service Bulletins that apply to products purchased by each Buyer's divisions. Seller shall provide Buyer, upon request, full access to Buyer related warranty claims, customer complaints, injuries or deaths. Seller must notify Buyer, as promptly as possible but in all cases prior to shipment of Product, of any substantial change to engineering, change in listing agency, design, construction or materials used in construction or manufacture of the Product, as well as provide all required testing compliance verifying and validating

change. "Substantial" includes any change that may impair the use, value or safety of product for intended use. If a product is the subject of an open purchase order and there is a change in the listing agency, or the product requires updated testing to be compliant with law, Buyer shall have the right to change or cancel any open purchase order with respect to such product. If such product has already been shipped, Buyer shall have the right, at any time, without limiting any other available remedies, to return such product at the sole expense of the Seller. All warranties shall survive any inspection, delivery, payment, use or acceptance of Products or Services. Seller agrees that all warranties and indemnities applicable to Products provided hereunder shall automatically inure to the benefit of, and be directly enforceable by a third party purchasing or receiving such Products from Buyer. Any costs, expenses or damages incurred by Buyer associated with a breach of these warranties shall be borne by Seller and may be offset against any monies owing to Seller hereunder or otherwise. In the event that a customer of Buyer makes a claim against Buyer for a marked up warranty part that is a Product provided by Seller hereunder, Seller shall (i) reimburse Buyer for such Product at actual cost, plus all crating, shipping, or handling charges paid by such customer pursuant to Forest River policies and procedures; or (ii) reimburse the maximum amount permitted by applicable state law to be billed to Buyer for such warranty charge back allowances for such Product.

8. CANCELLATION. Time is of the essence of this Order. In addition to all its other legal remedies, Buyer reserves the right to cancel all or any part of the undelivered or unperformed portion of this Order if Seller does not make deliveries or perform as specified, or if Seller breaches any of the terms hereof. In the event of such cancellation, Seller shall be liable to Buyer for any excess cost or re-procurement cost.

9. ASSIGNMENT. This Order or any right or obligation associated therewith may not be assigned or transferred by Seller in the absence of Buyer's prior written consent thereto and any purported assignment or transfer absent such consent shall be void.

10. SECRECY. Seller agrees not to make any use of writings, data, designs, drawings, specifications or any other information furnished to it by Buyer or observed or developed by Seller associated with this Order and to not disclose any of the foregoing to third parties, except as required in the performance of this Order and then only after first obtaining a written agreement from such third parties to be bound by similar secrecy and use restrictions. Upon completion, cancellation or termination of this Order, Seller shall return to Buyer all of the foregoing, including all copies, extracts or derivatives of tangible materials containing any such information made by Seller or third parties employed by Seller. Buyer shall at all times have title to all drawings, specifications, writings or other documents prepared or furnished by Seller hereunder. All Products produced for Buyer hereunder which are subject to or may be copyrighted under the Federal Copyright Act shall be deemed to be "works made for hire" and title to and ownership of such Products shall at all times be in Buyer.

11. SAFETY DATA SHEETS. Seller shall furnish Buyer, prior to the first delivery, Seller's current Safety Data Sheet and other literature pertaining to the hazards associated with the Products and the precautions which should be observed with respect thereto. Seller shall promptly furnish Buyer copies of any revisions to any of the same issued by Seller during the term of this Order.

12. WAIVER. The failure of Buyer to insist in any instance upon strict performance by Seller of any provision of this Order shall not be construed as a continuing waiver of such item, or waiver of any other provision of this Order.

13. APPLICABLE LAW. This Order shall be governed by and construed in accordance with the laws of the State of Indiana without reference to its conflicts of law principles.