



# EMG INTERNATIONAL, LLC

## TERMS AND CONDITIONS FOR SUPPLY OF GOODS, EQUIPMENT, AND SERVICES (Effective 4.6.2026)

### 1. DEFINITIONS:

- (a) **“EMG”** means EMG International, LLC, a Pennsylvania limited liability company, together with its affiliates, having a principal place of business at 314 N. Providence Rd, Media, PA 19063.
  - (b) **“Seller”** means the person or entity identified in the applicable Purchase Order or other Contract Documents as the party (including as a vendor, supplier, or contractor) providing the Work.
  - (c) **“Work”** means all goods, equipment, materials, services, labor, design, fabrication, delivery, installation, and any other obligations to be provided by Seller to EMG under the Contract, whether performed at EMG facilities, Seller facilities, or at a Jobsite, including work performed in support of EMG’s obligations to a Client.
  - (d) **“Contract”** means the agreement between EMG and Seller consisting of:
    - i. the Purchase Order or other ordering document issued by EMG,
    - ii. these Terms and Conditions, and
    - iii. any specifications, drawings, scope descriptions, schedules, or other documents expressly incorporated by reference (collectively, the “Contract Documents”).
- In the event of a conflict, the order of precedence shall be: (1) the Purchase Order, (2) these Terms and Conditions, and (3) other incorporated documents, unless expressly stated otherwise in writing by EMG.
- (e) **“Client”** means any third party for whom EMG is performing work, including under a prime contract or similar agreement, and whose project, site, or operations relate to the Work.
  - (f) **“Jobsite”** means any location designated by EMG where the Work is to be performed, delivered, installed, or used, including locations owned or controlled by a Client or other third party.

**2. PURCHASE OF GOODS AND SERVICES.** EMG agrees to purchase from Seller, and Seller agrees to provide, the Work as described in the applicable Purchase Order, Work Order or other Contract Documents. The Purchase Order and/or other Contract Documents are incorporated into and form part of this Contract.

**3. COMMENCEMENT AND COMPLETION OF WORK.** Time is of the essence in Seller’s performance of the Work. Seller shall perform and complete the Work in accordance with the schedule set forth in the Contract Documents and shall coordinate its Work with EMG, Client, and other contractors so as not to unreasonably delay or interfere with the overall project. Seller acknowledges that delays in its performance may impact EMG’s project schedule. To the extent Seller fails to meet required delivery or performance dates due to causes within its control, Seller shall be responsible for EMG’s reasonable and direct costs incurred as a result of such delay, to the extent such costs are demonstrably attributable to Seller’s delay. For Seller performing installation, construction, or other on-site services at a Jobsite, Seller shall further be responsible for coordinating its Work with other trades and activities and for impacts to the project schedule resulting from its failure to perform in accordance with the Contract Documents, including reasonable costs associated with disruption, resequencing, or interference with other work to the extent caused by Seller. Seller shall proceed with the Work as directed by EMG notwithstanding any dispute, claim, or disagreement.

**4. INTEGRATION.** This Contract sets forth the entire agreement between the parties as to the subject matter of this Contract, and supersedes all prior agreements, commitments, representations, writings, and discussions between them with respect to the subject matter of this Contract. It is expressly understood that no representations, promises, warranties or agreements have been made by either party except as the same are set forth in this Contract. Except as otherwise expressly provided in this Contract, this Contract may not be amended or terminated except in writing and signed by the proper and duly authorized representatives of the parties. This Contract includes Terms and Conditions made available by EMG, including those provided electronically or via web link, which are incorporated by reference.

**Superseding Terms:** These Terms and Conditions shall govern all purchases by EMG and shall apply notwithstanding any additional or different terms proposed by Seller in any quotation, proposal, acknowledgment, invoice, or other document. Any such terms are hereby rejected and shall be of no force or effect unless expressly agreed to in writing by EMG.

**5. COMPLIANCE WITH LAWS.** Seller shall comply with all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations (“Laws”), including but not limited to those relating to employment, health and safety, environmental protection, and the handling of materials and equipment. Seller shall comply with all applicable permits, licenses, and approvals required for the performance of the Work and shall provide evidence of such compliance upon request.

Seller shall also comply with all applicable site-specific requirements, including Client rules, safety programs, and access restrictions applicable at any Jobsite. Seller shall be responsible for ensuring that its employees, subcontractors, and suppliers comply with all such Laws and requirements. All costs associated with compliance shall be borne by Seller. Seller shall be responsible for and shall reimburse EMG for any fines, penalties, damages, or expenses, including attorneys’ fees, arising out of or related to Seller’s failure to comply with this Article. EMG shall have the right to require the removal from the Work of any personnel who fail to comply with applicable Laws or site requirements.

Any provisions of this Contract held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. EMG and Seller shall attempt in good faith to replace any invalid or unenforceable provisions of this Contract with provisions which are valid and enforceable, and which come as close as possible to expressing the intention of the original provisions.

**6. DRAWINGS, DATA AND WORK.** Seller shall furnish to EMG all shop drawings, submittals, specifications, and technical data (“Data”) required for the performance of the Work. EMG’s review, approval, or comment on any such Data is solely for the purpose of verifying general conformity with the Contract Documents and shall not relieve Seller of responsibility for the accuracy, completeness, or adequacy of its Work. Seller shall remain responsible for its fabrication, means and methods, and for compliance with the requirements of the Contract Documents.



To the extent Seller provides design or engineering as part of its scope, Seller shall be responsible for such design and for ensuring that it meets the requirements of the Contract Documents and is suitable for its intended purpose. Seller shall be responsible for coordinating its Work with the work of others and for ensuring that its Work, as provided, integrates properly with other components of the project in accordance with the Contract Documents.

All drawings, specifications, designs, data, and other materials provided by EMG to Seller shall remain the property of EMG and shall be used solely for performance of the Work.

To the extent permitted by law, all deliverables, including drawings, submittals, and Data developed by Seller specifically for the Work, shall be considered "works made for hire" for the benefit of EMG. To the extent any such materials do not qualify as works made for hire, Seller hereby irrevocably assigns to EMG all right, title, and interest in and to such materials. Seller retains ownership of its pre-existing intellectual property, methods, and know-how, but grants EMG a perpetual, non-exclusive, royalty-free license to use, reproduce, and modify such materials to the extent incorporated into the Work.

**7. LOWER TIER SUBCONTRACTS AND PURCHASE ORDERS.** Seller shall not subcontract or delegate any portion of the Work without the prior written consent of EMG, which may be withheld in EMG's reasonable discretion. Seller shall remain fully responsible for the acts, omissions, and performance of all subcontractors, suppliers, and lower-tier parties as if such acts or omissions were those of Seller. Seller shall ensure that all subcontracts and purchase orders entered into in connection with the Work:

- are consistent with the terms of this Contract, and
- include provisions that bind such lower-tier parties to obligations no less stringent than those imposed on Seller, including with respect to compliance with Laws, safety requirements, insurance, and indemnification.

Seller shall not permit any subcontractor or lower-tier party to access a Jobsite without EMG's approval and compliance with all applicable site requirements. EMG shall have the right to require Seller to remove or replace any subcontractor or lower-tier party that EMG reasonably determines to be unqualified, unsafe, or non-compliant with the requirements of this Contract or applicable Jobsite rules. No subcontract or purchase order entered into by Seller shall create any contractual relationship between EMG and any lower-tier party.

**8. INSPECTION AND AUDITS.** Seller shall implement and maintain a quality control and inspection system covering all Work, including materials and services provided under this Contract, and shall maintain complete and accurate records of such system. EMG and/or Client shall have the right, at all reasonable times, to inspect and test the Work, whether at Seller's facilities, at the Jobsite, or elsewhere. EMG may reject or require correction of any Work that does not conform to the requirements of this Contract. Seller shall promptly correct any such nonconforming Work at its sole cost and expense. Inspection, review, or acceptance of Work by EMG or Client shall not relieve Seller of its obligations under this Contract, and payment shall not constitute acceptance of defective or nonconforming Work.

Seller shall maintain complete and accurate records relating to the Work, including but not limited to costs, materials, labor, subcontractors, and compliance with Contract requirements. EMG shall have the right, upon reasonable notice, to audit such records during the performance of the Work and for a period of one (1) year thereafter. Seller shall promptly provide access to all requested records. Failure to provide such access may result in withholding of payment until such records are made available. EMG shall be entitled to rely on information provided by Seller and its subcontractors; however, such reliance shall not limit Seller's responsibility for the accuracy and completeness of such information or its obligations under this Contract. Any claim arising from inaccurate or incomplete information provided by Seller shall remain the responsibility of Seller in accordance with this Contract.

**9. NON-WAIVER.** No waiver of any provision of this Contract shall be effective unless in writing and signed by the party against whom the waiver is asserted. The failure of either party to enforce any provision shall not constitute a waiver of such provision or any other provision. Payment, inspection, or approval by EMG shall not constitute acceptance of the Work or a waiver of any rights, including with respect to defective or nonconforming Work.

**10. WARRANTY.** For standard, commercially available goods not manufactured or modified by Seller, Seller's warranty obligations shall be limited to the applicable manufacturer's warranty, which Seller shall assign or pass through to EMG to the fullest extent permitted. Seller shall provide reasonable assistance in enforcing such warranties.

Except as set forth above, Seller warrants that it has the expertise, capability, and qualifications necessary to perform the Work and that all Work shall be performed in a good and workmanlike manner and in accordance with the requirements of the Contract. Seller further warrants that all goods shall conform to the specifications set forth in the Contract and shall be free from defects in material and workmanship. To the extent Seller provides design or engineering as part of its scope, Seller warrants that such portion of the Work shall be suitable for its intended purpose.

If EMG provides written notice of defective or nonconforming Work within the Warranty Period, Seller shall, at its own cost and expense, promptly repair, replace, or correct such Work and reimburse EMG for reasonable costs incurred as a result of such defect.

The "Warranty Period" shall be the earlier of:

- eighteen (18) months from delivery of goods to the Jobsite, or
- twelve (12) months from final acceptance of the Work.

Seller shall assign to EMG any manufacturer or third-party warranties applicable to the Work. Warranty obligations shall survive inspection, acceptance, and payment.

**11. PATENT WARRANTY AND INDEMNITY.** Seller shall defend, indemnify, and hold harmless EMG, its affiliates, Client, and their respective officers, directors, and employees from and against any claims, damages, losses, liabilities, fines, penalties, liens, and expenses, including reasonable attorneys' fees, brought by any person or entity arising out of or related to:

- (i) the performance of the Work by Seller or its subcontractors,
- (ii) any breach of this Contract by Seller, or
- (iii) the negligent acts or omissions or willful misconduct of Seller or its subcontractors.

Seller shall further indemnify EMG against any claim that the goods, equipment, or materials provided by Seller infringe upon any patent, trademark, copyright,



or other intellectual property right, except to the extent such claim arises from designs or specifications provided by EMG. Seller shall include indemnification obligations consistent with this Article in all subcontracts at any tier and shall ensure that such obligations apply to all lower-tier subcontractors.

**12. INSURANCE.** Seller shall maintain, at its own expense, insurance coverage of the types and in amounts customary for entities performing comparable work and sufficient to cover its obligations under this Contract. Such insurance shall include, as applicable: workers' compensation insurance in accordance with applicable Laws, employer's liability insurance, commercial general liability insurance, and automobile liability insurance for owned, non-owned, and hired vehicles, if applicable to the Work. Seller shall be responsible for ensuring that its subcontractors maintain insurance appropriate to their scope of work. For the supply of standard, off-the-shelf goods or Work that does not involve on-site services, EMG may, in its discretion, waive or modify certain insurance requirements.

Additional insurance requirements, including specific coverage types, limits, and endorsements, may be set forth in the applicable Purchase Order or in an attachment thereto, which are incorporated into this Contract by reference and shall control to the extent of any conflict. Upon request, Seller shall provide certificates of insurance evidencing the required coverage and naming EMG as an additional insured to the extent applicable to the Work. Failure to maintain required insurance may result in suspension of Work or withholding of payment.

**13. PAYMENT.** Payment shall be made in accordance with the terms set forth in this Contract and any applicable Purchase Order. To the extent the Purchase Order specifies additional or different payment terms, such terms shall apply. Payment may be structured based on the nature of the Work, such as: advance payment or deposit, payment upon delivery of goods, time and materials based on agreed hourly or unit rates, progress or milestone-based payments, or partial payments based on percentage of completion. Unless otherwise agreed in writing:

- invoices shall be submitted periodically, as appropriate to the Work, and shall include sufficient detail and supporting documentation reasonably required by EMG;
- payment of undisputed amounts shall be made within thirty (30) days after receipt of a proper invoice;
- EMG may withhold or offset payment as provided in this Contract;
- no payment shall be due except for Work properly performed and accepted by EMG;
- EMG may require supporting documentation, including timesheets, receipts, or progress verification, as a condition of payment; and
- as a condition to payment, EMG may require lien waivers, releases, or other evidence satisfactory to EMG that the Work is free from liens, claims, or encumbrances.

**14. NOTICES AND CHANGES.** EMG may make changes within the general scope of the Work by written direction. Any change affecting cost or schedule must be documented in a written change order approved by EMG. Seller shall not perform any Work, including changed or additional Work, unless authorized in a Purchase Order or a written change order issued or approved by EMG. EMG shall have no obligation to pay for any Work performed without such authorization. Seller shall provide written notice of any claim for adjustment within five (5) days of the event giving rise to the claim and shall provide detailed supporting information within ten (10) days thereafter. Failure to provide such notice shall constitute a waiver of the claim. Seller shall proceed with the Work as directed by EMG notwithstanding any dispute, claim, or disagreement. All notices under this Contract shall be in writing and may be delivered by hand, email, or recognized courier service. Notices shall be deemed given upon receipt, and email notices shall be deemed received when sent to the recipient's designated email address unless the sender receives a delivery failure notice.

**15. STOP-WORK ORDER.** EMG may, at any time, by written notice to Seller, stop all or part of the Work hereunder for up to ninety (90) days. Upon receiving a stop-work order Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such Work. Within ninety (90) days of the stop-work order, EMG may extend the stop-work period or, at its option, cancel the stop-work order or terminate the affected Work covered by the stop-work order. If the stop-work order results in an increase in time or cost for performance, Seller must assert a claim for an equitable adjustment for these items within ten (10) workdays after the end of the Work stoppage.

**16. TERMINATION.** EMG may terminate this Contract, in whole or in part, for convenience upon written notice to Seller. The effective date of termination shall be as specified in such notice, which may provide a reasonable transition period as determined by EMG. Upon such termination, Seller shall immediately cease the affected Work and shall be entitled to payment for Work properly performed up to the effective date of termination, plus reasonable and documented costs directly and unavoidably incurred as a result of such termination, to the extent approved in writing by EMG. Seller shall not be entitled to payment for unperformed Work or to any additional compensation, including lost profits, anticipated revenue, or overhead.

EMG may terminate this Contract, in whole or in part, for default upon written notice if Seller fails to perform its obligations, fails to meet required schedules, fails to comply with applicable Laws or safety requirements, becomes insolvent, or otherwise breaches this Contract. If the breach is capable of cure, EMG shall have the option not to terminate the Contract for default if Seller within five (5) working days (or more if authorized in writing by EMG) from and after Seller's receipt from EMG of a written notice specifying the nature of the alleged default (a "Default Notice"), provides EMG a written summary of Seller's plan to remedy such default and EMG approves such plan and Seller thereafter promptly and diligently prosecutes such plan to completion within the time period within the plan. Seller shall not be entitled to any compensation for costs incurred during such a suspension. EMG may terminate immediately for breaches not capable of cure.

In the event of termination for default, EMG may complete the Work by any reasonable means and may take possession of materials, equipment, and partially completed Work to do so. Seller shall be liable for any excess costs incurred by EMG in completing the Work, and if the cost of completion is less than the unpaid balance, EMG shall pay the difference to Seller.

EMG may, at any time, direct Seller to suspend all or part of the Work upon written notice. Seller shall immediately comply and take reasonable steps to protect and preserve the Work. Any adjustment to cost or schedule resulting from such suspension shall be addressed in accordance with this Contract. Upon termination or suspension, Seller shall (a) deliver all completed and partially completed Work and materials, (b) return all EMG property and confidential information, and (c) reasonably cooperate in transitioning the Work. EMG may withhold payment for defective or incomplete Work and may offset any amounts owed to Seller against amounts owed by Seller to EMG. Provisions that by their nature should survive termination shall remain in effect.

**17. FORCE MAJEURE.** Neither party shall be considered in default in the performance of its obligations hereunder or responsible for delays in performance by causes outside its control and not due to its fault or negligence and not reasonably foreseeable or, if foreseeable, cannot be avoided, including acts of civil or military authority, acts of God, acts of war, acts of government, riot, insurrection, blockages, embargoes, sabotage, epidemics, fire, flood, and famine. Force



majeure shall not include delays caused by shortages of labor, materials, or supplies, increases in costs, or other conditions that could have been avoided or mitigated by reasonable planning. No such interruption shall relieve Seller of its duty to perform or give rise to any damages or additional compensation from the EMG. In the event of such interruption, the Seller shall notify EMG within three (3) working days in writing of the nature, cause, date of commencement and anticipated extent of such delay and its effect on the scheduling of performance and shall use reasonable efforts to mitigate the effects and resume performance as soon as practicable. If a force majeure event continues for an extended period and materially affects performance, EMG may terminate the affected Work upon written notice.

**18. DISPUTES.** If any claim, controversy, or dispute of any nature arises between EMG and Seller, the parties shall attempt in good faith to resolve the matter through direct discussions. If the dispute cannot be resolved through such discussions, it shall be submitted to non-binding alternative dispute resolution prior to the initiation of legal proceedings. If the dispute is not resolved through such process, either party may pursue available legal remedies. Pending resolution of any dispute, Seller shall continue to perform the Work as directed by EMG. Disputes under this Contract shall not affect any other agreements between the parties or any other work being performed. This Contract shall be governed by the laws of the Commonwealth of Pennsylvania, and any legal action shall be brought in the state or federal courts located in Pennsylvania.

**19. CLAIMS & LOSSES.** To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless EMG and Client, its subsidiaries, and their respective directors, officers, employees, agents, and their successors (hereinafter referred to as "indemnitees") from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, and damages, of any kind whatsoever, for property damage, personal injury, or death (including without limitation injury to, or death of employees of Seller or any lower tier subcontractor) and expenses, costs of litigation and counsel fees related thereto or incident to establishing the right to indemnification, arising out of or in any way related to the Contract, the performance thereof by Seller, or any third parties, including without limitation the provision of services, personnel, facilities, equipment, support, supervision, or review. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to or provided by Seller. In addition, EMG shall have the right to control the defense of any claim subject to indemnification or to require Seller to defend such claim. In either case, the other party shall have the right to participate in the defense. Seller's obligation to reimburse attorneys' fees and expenses shall be limited to reasonable fees and expenses, and, unless a conflict of interest exists, shall be limited to a single counsel mutually acceptable to the parties.

**20. LIMITATION OF LIABILITY; EXCLUSION OF INDIRECT DAMAGES.** Except for Seller's obligations under Articles relating to indemnification, confidentiality, and claims involving personal injury, death, or property damage, or arising from Seller's gross negligence or willful misconduct, Seller's total liability arising out of or related to this Contract shall not exceed the amount paid to Seller under the applicable Purchase Order. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS OPPORTUNITY, EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAYABLE TO A THIRD PARTY AND SUBJECT TO INDEMNIFICATION UNDER THIS CONTRACT.**

**21. INDEBTEDNESS AND LIENS.** The provisions of this Article shall apply only with respect to, and only to the extent that, payment for Work has been made by EMG to Seller, unless EMG or Client is withholding payment for Work in accordance with Article 13 (Payment). Seller, on behalf of itself and its subcontractors and materialmen, expressly waives all rights to file or maintain any mechanic's liens or any other liens or claims against the Work performed hereunder or the adjacent land, and agrees that such waiver shall be an independent covenant and shall operate and be effective with respect to Work and labor performed and materials furnished under any supplemental contract or contract for extra or additional Work. If any mechanic's lien or other claim shall be filed for or on account of Work furnished under this Contract, in breach of the requirements of this Article, Seller shall, within ten (10) days after notification thereof, discharge such lien or claim or otherwise make provision satisfactory to EMG. EMG may withhold any money due Seller until such lien or claims are discharged or resolved. Seller agrees, and this Contract is written upon the express condition, that no liens or rights in rem shall attach with respect to Work for which EMG has paid Seller hereunder. In the event any liens or rights in rem remain after final payment under this Contract, Seller shall reimburse EMG and Client for all expenses, including incidental and consequential expenses, incurred in discharging such liens or rights in rem.

**22. CONFIDENTIALITY.** Except as may be otherwise specified in this Contract or in a separate confidentiality agreement between EMG and Seller, each party shall hold confidential all non-public business or technical information received from the other party concerning its business, technology, or operations in connection with this Contract.

**23. SEVERABILITY.** Should any Article, portion, or application thereof of this Contract be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law, the validity and enforceability of the remaining Articles, portions, or applications thereof, including remaining aspects of an affected Article, shall not be impaired.

**24. PACKING AND MARKING.** Seller shall be responsible for safe and adequate packing of the Equipment, which shall conform to the requirements of applicable carriers' tariffs. Seller shall separately number all cases and packages and show the corresponding numbers on the invoices. An itemized packing slip bearing the Purchase Order number shall be placed in each container. No additional charge shall be made for packaging or packing materials unless expressly authorized in the Purchase Order and agreed to in writing by EMG.

**25. PRICES.** Seller warrants that the prices of the Equipment covered by the Purchase Order are not in excess of Seller's lowest prices in effect on the date of the Purchase Order for comparable equipment.

**26. TITLE AND RISK OF LOSS.** Seller shall retain title to and risk of loss or damage to all work and goods to be provided hereunder until delivery and arrival of such goods at the Jobsite.

**27. DELIVERY.** EMG reserves the right to refuse deliveries made in advance of the delivery schedule set forth in the Purchase Order or otherwise communicated in writing by EMG. Over-shipment allowances, if authorized in writing by EMG, shall apply to the entire Purchase Order. If EMG agrees in writing to accept delivery after the required delivery date, EMG shall have the right to direct Seller to make shipment to the delivery point set forth in the Purchase Order or such other delivery point specified in writing by EMG, by the most expeditious means available in EMG's sole discretion, and the total cost of such expedited shipment and handling shall be borne by Seller. Acceptance of late deliveries shall not waive EMG's rights or Seller's obligation to comply with the delivery schedule.

**28. INSTRUCTION MANUALS.** Three (3) hard copies and one (1) electronic copy of any applicable manufacturer's installation and maintenance manuals shall be provided to EMG at Seller's expense.

**29. NO THIRD-PARTY RIGHTS.** This Contract shall not, expressly, or implied, create any rights or benefits to parties other than EMG and Seller.