

Bose Professional Terms and Conditions of Purchase

1. **PURCHASE AND SALE OFFER; ORDER OF PRECEDENCE.** The terms and conditions stated herein (the “Terms”) shall apply to any purchase orders, forecast reports, consolidated output reports, or electronic data interchanges (collectively, “POs”) issued by Transom Post OpCo, LLC dba Bose Professional or any of its subsidiaries or affiliates as identified in the relevant PO (“Buyer”) that incorporate the Terms by reference or are accompanied by an attachment containing the Terms. A PO together with the Terms collectively constitutes Buyer’s offer to enter into a purchase and sale transaction for products, including both tangible and intangible good(s), software(s) and related documentation (“Products”) and/or services (“Services”) with the party named on the PO (“Seller”) on the terms stated herein and in the PO. If Buyer and Seller have separately executed a written agreement governing the purchase of Products or Services (hereafter, a “Purchase Agreement”), then the terms of the separate Purchase Agreement shall additionally apply to such offer. In the event of a conflict between (a) the Terms and a Purchase Agreement, then the Purchase Agreement shall take precedence and (b) the Terms and the provisions stated in any PO, then the Terms shall take precedence. Buyer may publish new version of these Terms, which shall automatically apply to any PO issued after the release of such new version.
2. **ACCEPTANCE.** POs are deemed accepted by Seller if (a) not rejected in writing within two (2) business days of the date of the applicable PO or (b) Seller has commenced performance pursuant to the PO, whichever is earlier. Acceptance of the PO is expressly conditioned upon Seller’s acceptance of the Terms.
3. **INTEGRATION.** The Terms and the PO, together with the Purchase Agreement, if any, between the parties (collectively, the “Agreement”), constitute the complete and exclusive agreement of the parties with respect to purchase and sale of the Products or Services described in the PO. The Agreement supersedes all prior or contemporaneous oral and written communications, agreements, representations, or negotiations between the parties relating to the subject matter thereof. Any quotation, terms of sale, invoice, or other document issued by Seller shall not modify or become part of the Agreement or become binding on Buyer, even if an acknowledgment copy is signed by Buyer.
4. **AMENDMENTS.** No modification or amendment of the Terms or a PO proposed by Seller shall be effective unless it is made in writing, explicitly states that such writing amends the Terms or PO, and is signed by an authorized representative of both Buyer and Seller.
5. **PRICES.** Seller shall invoice Buyer in the currency and amount stated in a PO. Unless otherwise specified in the PO or a Purchase Agreement, the price includes all charges for packaging, transportation to the point of delivery, and license fees, if applicable.
6. **TAXES.** Unless otherwise provided in the PO, the price excludes, and Buyer shall pay, if required, all excise, sales, use, transfer, or other taxes, state and local, in connection with the sale or delivery of the Products or Services to Buyer. Upon request of Buyer, Seller

agrees to provide Buyer with certificates, data or other information necessary for any tax exemptions, duty drawbacks, or other tax payments or reporting.

7. PAYMENT TERMS. Unless otherwise specified on the PO, payment terms will be net 120 days from Buyer's receipt of invoice. Buyer shall at all times have the right to set off any amounts due to Seller against any amounts due to Buyer by Seller.
8. QUANTITIES. Seller must deliver the exact quantities specified in each PO. Buyer reserves the right to reject incomplete deliveries and to return, at Seller's risk and expense, excess quantities delivered.
9. PACKAGING AND SHIPMENT. All Products shall be packaged, marked, and otherwise prepared for shipment by Seller in suitable containers in accordance with Buyer's packaging specifications. Seller shall mark on containers all necessary handling, loading, and shipping instructions including PO number. An itemized packing list shall be included with each shipment and shall also be sent by email to the individual identified by Buyer's network planner or production buyer representative.
10. DELIVERY. Unless otherwise agreed in writing, all Products shall be delivered FCA Origin (Incoterms[®] 2020). Time, place, and rate of delivery are of the essence. Any provision for delivery in installments shall not be construed as making the obligations of Seller severable. If delivery cannot be made at the specified time and place, Seller shall promptly notify Buyer of the earliest possible date for conforming delivery and shall provide written notice thereof and obtain written approval for premium freight delivery, which shall be paid for by Seller. Notwithstanding such notice, and unless otherwise agreed by Buyer in writing, Seller's failure to effect conforming delivery shall entitle Buyer to revoke any acceptance without incurring liability to Seller, to cancel this order without incurring liability to Seller, to receive a full refund of any amounts paid, to purchase substitute Products elsewhere, to return at Seller's risk and expense all or any part of a non-conforming delivery and to hold Seller accountable for any damage, loss or additional costs incurred. Buyer's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right, or remedy Buyer has under the Agreement or under applicable law.
11. TITLE AND RISK OF LOSS. Unless otherwise indicated on the PO, title and the risk of loss for Products (other than software products) shall pass to Buyer upon delivery.
12. INSPECTION AND REJECTION. Buyer or Buyer's customers may inspect relevant operation sites of Seller upon reasonable prior written notice and inspect and test all Products and/or raw materials at reasonable times before, during, and after manufacture. All Products and Services shall be received subject to Buyer's inspection, testing, approval, and acceptance at Buyer's premises, notwithstanding any inspection or testing at Seller's premises or any prior payment for such Products or Services. In case of rejection of the Products or Services, Buyer may, at Buyer's discretion, without prejudice to any other right or remedy available to Buyer hereunder or at law, (a) suspend payment to Seller, (b) return (if applicable) the Products at Seller's risk and expense and claim full refund of the price already paid for the rejected Products or Services, (c) accept the

Products or Services at a mutually agreed equitable reduction in price, and/or (d) require Seller to remedy promptly the non-compliant Services or to replace or repair promptly the nonconforming Products, at Seller's cost and expense. Acceptance of and/or payment for the Products or Services by Buyer shall not release Seller from any of its obligations, representations or warranties hereunder.

13. **REJECTED PRODUCTS.** If any Products are returned in accordance with Section 12, Seller will provide Buyer with a return material authorization or replacement Product within three (3) business days of Buyer's request. Seller further agrees to provide Buyer with an initial failure analysis within twenty-four (24) hours and a containment plan within forty-eight (48) hours and to provide due diligence in obtaining a full failure analysis. If Buyer, in its sole discretion, requires a third party to perform containment activities, inspections, testing, sorting and rework in connection with any Products supplied by Seller, Seller shall reimburse Buyer for all such costs incurred.
14. **PRODUCT WARRANTY.** In addition to any other express or implied warranties, Seller warrants that all Products shall (a) conform in all respects to the PO and all samples, drawings, descriptions, and Seller and Buyer specifications, (b) be merchantable and free from all defects in design, materials, and workmanship, (c) be fit and sufficient for the purposes intended by Buyer, (d) be genuine, new and unopened, (e) be free of all liens, claim and encumbrances, (f) have been designed, manufactured and delivered, in compliance with all applicable laws (including labor and environmental compliance laws) and regulations (including EC Directive 2001/95 on General Product Safety), and (g) where the Products contain chemicals or dangerous hazardous goods or substances, such goods or substances shall comply with all applicable laws, regulations and requirements (in particular the REACH Regulation) and detailed specifications shall be provided by Seller to enable Buyer to transport, store, use and dispose them in a safe manner. Seller further warrants that software Products provided hereunder will perform substantially in accordance with applicable product specifications in effect at the time of delivery.
15. **SERVICES WARRANTY.** Seller warrants that all Services will be performed in a professional and workmanlike manner consistent with the highest industry standards and all applicable laws and regulations, and that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. Seller shall be fully liable and responsible for all actions by any third parties hired by Seller to assist in the performance of the Services.
16. **INTELLECTUAL PROPERTY WARRANTY.** Seller represents and warrants that the Products and Services delivered or performed hereunder do not infringe any patent, trademark, trade secret, or copyright, or any other proprietary, intellectual property, industrial property, contract, or other right held by any third party and that Seller owns or has the necessary rights to license to Buyer any intellectual property right for every Product, Service and component of the Products or Services provided to Buyer. Seller shall indemnify, defend and hold harmless Buyer, Buyer's customer and the end-users of products sold by Buyer or the end-users of the products which incorporate the Products, at its own expense, any suit or action brought against Buyer, its customer or such end

users based on a claim that any Product or Service infringes on any patent or copyright or other intellectual property or proprietary right, and shall pay all costs and damages awarded therefrom. If use of any Product or Service is enjoined, Seller shall, at its option and own expense, either procure for Buyer, its customer or such end users the right to continue to use the Product or Service, or replace them with a substantially equivalent non-infringing Product or Service, or modify the Product or Service so it becomes non-infringing.

17. **INTELLECTUAL PROPERTY.** Any materials, including without limitation, specifications, drawings, diagrams, schematics, sketches, models, samples, designs, technical information, marketing information or forecasts, or data, written, oral or otherwise, furnished by Buyer or on Buyer's behalf (collectively, "Buyer Materials"), are and shall remain Buyer's sole and exclusive property, and shall be returned promptly to Buyer (together with all copies) upon Buyer's request. Buyer shall be the sole and exclusive owner of, and Seller hereby assigns and transfers, and agrees to assign and transfer, to Buyer all rights and title in all works, and any and all inventions, developments, products, processes, computer programs, software, data, technologies, designs, innovations, improvements, creative works, photographs, illustrations, graphics, writings, displays, video recordings, audio recordings and other materials and works (whether or not patentable and whether or not copyrightable) embodied in or arising out of the Services, and any rights in intellectual property arising out of the foregoing items, which are made, conceived, reduced to practice, created, written, designed or developed by Seller or its agents or employees, solely or jointly with others (including, but not limited to, jointly with Buyer), in the performance of the Services under the Agreement. Seller shall not use any Buyer Material or Buyer intellectual property for its own benefit or for the benefit of any third party and shall not infringe any Buyer intellectual property in any way.
18. **TOOLS AND EQUIPMENT.** All tools, dies, molds, patterns, jigs, masks, test specifications and fixtures, adapting and interconnecting mechanisms, and other equipment and materials furnished by Buyer to Seller or paid for by Buyer, directly or indirectly, and any replacements, shall remain Buyer's property. Seller shall safely store and maintain such property separately from Seller's property, shall plainly identify such property as Buyer's property and shall not use such property except in performing this or other POs for Buyer. All such property shall be held at Seller's risk, shall be insured by Seller at its expense for an amount equal to its replacement cost and with Buyer named as loss payee, and shall be returned promptly to Buyer or Buyer's designee upon Buyer's request. Seller shall, at its own expense, perform preventative maintenance in a commercially reasonable manner unless otherwise specified.
19. **BUYER CHANGES.** Buyer may, at any time and upon written notice, make changes to specifications, designs, method of packing or shipment, quantity ordered, destinations and delivery schedules. If any such change causes a material increase or decrease in Seller's cost or the time for performance, an equitable adjustment shall be mutually agreed to in writing concerning the price or delivery schedule, or both. Any claim by Seller for adjustment under this Section 19 shall be deemed waived unless made in writing within ten (10) days after receipt of written notice of the change request.

20. **SELLER PROPOSED CHANGES.** Seller shall not substitute other items or revise specifications from those specified in the PO without the prior written consent of Buyer. Seller shall notify Buyer in writing of any proposed change to the Product(s) or to the manufacturing process of the Product(s) or to the Services no later than ninety (90) days prior to the shipment date of such Product(s) or commencement of performance of such Services. Process changes include but are not limited to: a change that incorporates addition, deletion or merging of processing methods, supplier initiated specification changes, change in manufacturing location, change in major equipment (i.e. use of new or modified equipment, machine, tool, jig, etc.), method change in supplier of raw or bulk material, or change in manufacturing methods. Within thirty (30) days upon receipt of such notice, Buyer will provide written acceptance or disallowance of any proposed change. If Buyer disallows the proposed change, Seller shall continue to deliver unchanged Product(s) and adhere to the manufacturing process of the Product(s) and/or to perform the Services in accordance with the provisions of the PO.
21. **END of LIFE (EOL).** Notwithstanding anything to the contrary in the PO, Seller will notify Buyer of its intent to discontinue manufacture of any Products on the same basis as it notifies its customers generally. Seller will use all commercially reasonable efforts to provide no less than nine (9) months' notice before such end of life. Buyer may place additional POs for such Products (or service parts) for six (6) months after EOL date and Seller shall accept such POs with scheduled deliveries extending up to twenty-four (24) months beyond EOL date.
22. **SOFTWARE.** With respect to software Products, if any, provided by Seller that are not specifically developed or created for Buyer, Seller and Buyer intend and agree that such software Products are being licensed and not sold, and that the words "purchase", "sold", or similar or derivative words are understood and agreed to mean "license". Seller shall retain ownership of and title to all such software Products, notwithstanding anything to the contrary stated herein. Seller hereby grants Buyer a royalty-free, nonexclusive, perpetual, worldwide license to use, modify, distribute, copy, sublicense, and prepare derivative works from such software and the related documentation.
23. **COMPLIANCE WITH LAWS.** Seller shall comply with all applicable laws, ordinances, codes, rules, regulations, and orders in the performance of any PO, including but not limited to, the United States Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, and any laws of the U.S. Department of Commerce Bureau of Industry and Security. Furthermore, Seller represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Products or provision of Services under this Agreement. Seller shall obtain all permits or licenses required in connection with the manufacture, sale, shipment, and installation of the Products ordered and/or Services provided hereunder.
24. **CANCELLATION & TERMINATION.** Subject to applicable law, Buyer may, by written notice to Seller, cancel the whole or any portion of a PO in the event of (a) a voluntary or involuntary bankruptcy filing by or against Seller, (b) the appointment of

any trustee or receiver for any substantial portion of Seller's assets, (c) any assignment for the benefit of creditors, (d) Seller ceasing to carry on business in the ordinary course, or (e) Seller's breach of any provision contained herein. Without limiting any of Buyer's remedies, in the event of any such cancellation, Buyer may (x) procure, upon such terms and in such manner as Buyer may deem appropriate, products or services comparable to the Products or Services covered by the PO so terminated, and Seller shall be liable to Buyer for all excess costs of such comparable Products or Services, and (y) require Seller to deliver, in the manner and to the extent directed by Buyer, any completed or partially completed Products and/or Services, against Buyer's payments of the portion of the price properly allocable to such Products and/or Services. Seller shall continue performance of such PO to the extent not canceled. Except to the extent specifically set forth herein, Buyer shall have no obligation or liability to Seller in respect of the canceled portion of the PO. Buyer may also terminate the whole or any portion of a PO for convenience upon fourteen (14) days written notice. In such event, Seller's sole and exclusive remedy is payment for the Products and/or Services received and accepted by Buyer prior to such termination.

25. INDEMNIFICATION. Seller shall indemnify, defend and hold harmless Buyer, Buyer's customer and the end-users of the products sold by Buyer or the end users of the products which incorporate the Products against any and all claims, losses, liabilities, damages, costs or expenses, including reasonable attorney's fees and court costs, arising out of or resulting from (a) Seller's breach of any obligation, representation, warranty or agreement made hereunder, (b) any Products or Services provided by Seller, and (c) any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors.
26. ASSIGNMENT/SUBCONTRACTING. Seller shall not assign any PO, and shall not assign, delegate or subcontract any obligations under a PO, without the prior written consent of Buyer. Any attempted assignment is void. A change of majority ownership or control of Seller shall constitute an assignment by Seller for the purpose of this Section 26.
27. CONFIDENTIALITY. Any confidentiality or non-disclosure agreement (whether in a stand-alone agreement or incorporated into another agreement) entered into between Buyer and Seller shall govern the disclosure of any and all confidential information, as defined in such agreement, and such agreement shall be incorporated into these Terms and shall remain in full force and effect. In the absence of a separate confidentiality or non-disclosure agreement, any information or knowledge which Buyer may have disclosed or may hereafter disclose to Seller (including the existence of this business relationship with Buyer) in connection with a PO and any and all Products and Services is and shall be deemed confidential and proprietary information of Buyer. Seller shall not, without authorization in writing from Buyer, use (except as necessary to the performance of the PO), communicate or disclose such confidential and proprietary information of Buyer or use such information for any purpose other than to perform its obligations under the PO.

28. **SECURITY AND AUDIT RIGHTS.** In addition to Seller's other obligations under this Agreement (e.g., compliance with laws, confidentiality), Seller shall reasonably safeguard and maintain all Buyer confidential information (which includes information of Buyer's customers) and all networks, workstations, databases, and other systems used to host, store, process, or transmit Buyer confidential information or other information related to Buyer's Products. Seller shall use industry-standard administrative, physical and technical security controls, processes, technologies and measures to ensure the confidentiality, integrity and availability of such information. Buyer may notify Seller in writing from time to time of specific security requirements taking into consideration whether Seller is already in compliance with such changes, whether such changes are required by applicable law, and whether Seller has alternative compensating controls already in place. Seller will notify Buyer in writing immediately of any event or incident involving Buyer confidential information, including personal data, (a "Security Incident"). In the event of a Security Incident, Seller shall immediately investigate the Security Incident, provide Buyer with reasonable information regarding the Security Incident, mitigate the impacts of the Security Incident, and reimburse Buyer for any costs or damages incurred by Buyer due to the Security Incident. Seller shall ensure that all of its suppliers also comply with the privacy, security, and confidentiality obligations in this Agreement. Buyer shall have the right, exercisable at reasonable times and intervals, and on reasonable prior written notice and subject to Seller's applicable and reasonable confidentiality, safety and security policies, to audit Seller's records and Seller's business, manufacturing and security practices during normal office hours in order to verify Seller's compliance with its obligations under this Agreement or any applicable PO. Notwithstanding anything to the contrary herein, Buyer shall also have the right to delegate the audit activity to third-party accounting or other representatives of Buyer provided such third parties agree to treat the audit data and audit results as confidential at least to the extent such information is protected in accordance with the confidentiality obligations set forth herein and to enter into a confidentiality agreement with Seller.
29. **PERSONAL DATA.** Seller agrees to comply with all applicable privacy laws governing the use of personal data. To the extent Seller shares personal data with Buyer, Seller represents and warrants that it has the right to share such data with Buyer and has obtained any legally required consents to provide such personal data to Buyer. To the extent Seller accesses Buyer personal data about individuals in the European Economic Area or as otherwise required by applicable privacy laws, the parties agree to abide by the European Union's Standard Contractual Clauses Module Two available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj. Seller shall provide Buyer with reasonable assistance to fulfill Buyer's obligations under applicable privacy laws. Seller shall only use Buyer personal data to provide Buyer with the Products or Services and shall not sell or share such personal data with any third parties. To the extent applicable privacy laws require additional contractual terms between the parties or require a change to this Section 29, the parties shall work in good faith to promptly execute such required terms.
30. **BUSINESS CONTINUITY.** Seller agrees to comply with Buyer's Supply Chain Resiliency Program (Policy OS745379) and participate in third-party business information collection efforts.

31. **WAIVER.** The failure of Buyer to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to Buyer hereunder, shall not be construed as a waiver of such provision or right.
32. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any disputes arising between the parties hereunder (including any question regarding its existence, validity or termination) not resolved between or among the parties shall be initiated and conducted exclusively in state or federal court in Boston, Massachusetts, and each party unconditionally and irrevocably consents to the exclusive jurisdiction and venue of such courts. The parties hereby expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
33. **REMEDIES.** Buyer's rights and remedies under these Terms are in addition to any other rights and remedies provided by law, contract or equity, and Buyer may exercise all such rights and remedies singularly, alternatively, successively or concurrently. Monetary damages may not be a sufficient remedy for any actual, anticipatory or threatened breach of the Agreement and, in addition to all other rights and remedies that Buyer may have, Buyer shall be entitled to specific performance and injunctive equitable relief as a remedy.
34. **E-COMMERCE.** Seller agrees to participate in Buyer's electronic purchase and sale transaction program using Buyer's designated third party e-commerce provider. Seller shall, at its own cost, obtain and maintain all equipment, software and services necessary to transmit and receive documents electronically ("E-Documents"). E-Documents include: catalogues, catalogue punchouts, requests for proposal, purchase orders, service confirmations, change requests, and invoices. Seller is responsible for all fees, if any, associated with the use of any e-commerce program.