

# Commercial Purchase Order General Terms and Conditions

## 1.0 Warranty

Seller will provide products as defined in the purchase order or referenced attachments.

Seller products shall be provided on a fixed priced basis and shall be in good working order.

Seller warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Work is identified within the warranty period, Seller, at Intuitive Machines' option, shall promptly repair, replace, or reperform the Work.

## 2.0 Pricing

Under no circumstances is Seller authorized to exceed the total price contained in this Purchase Order without the prior written approval of Buyer. Buyer shall have no obligation to make any payment to Seller in excess of the total price.

## 3.0 Invoicing & Payment Terms

- (a) Invoices shall be submitted to Accounts Payable, at [ap@intuivemachines.com](mailto:ap@intuivemachines.com).
- (b) Invoiced amounts are payable by IM Net 30.

## 4.0 Taxes.

This purchase order is **TAXABLE** \_\_\_ **NON-TAXABLE**\_\_\_\_\_

## 5.0 Termination for Convenience of Buyer

Buyer may terminate this Purchase Order for its sole convenience. In the event of such a termination, Seller shall use its reasonable best efforts to wind down the work. Buyer shall not be liable for any costs above and beyond reasonable re-stocking fee or as agreed upon by both parties.

## 6.0 Termination for Cause by Buyer

In case of termination for cause by Buyer, Seller shall deliver to Buyer all work in progress, both analytical and physical, and Buyer shall cease paying Seller invoices.

## 7.0 Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under this Contract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, equipment, or transportation (collectively referred to herein as "Force Majeure"). Force Majeure specifically excludes general economic conditions or other general market effects or events which could have reasonably been foreseen or provided against.

## 8.0 Indemnification and Limitation of Liability

- (a) Seller will release, protect, defend, indemnify, and hold Buyer and its affiliates and subsidiaries and its and their officers, directors, employees, shareholders, agents, representatives, and insurers ("Buyer GROUP") harmless from and against all causes of action, claims, damages, demands, liability, losses and suits of every type and character, including all expenses of litigation, court costs, and attorney's fees, arising out of or related in any way to this Contract ("Claims") that are asserted (a) for any damage to or destruction of Seller GROUP tools, equipment, or other materials from any cause; or (b) by or arise in favor of Seller GROUP due to personal injury, death, or loss or damage to property. The indemnity provided in this paragraph applies whether or not caused by the **negligence of Buyer** or any claim of strict liability or any cause whatsoever, whether predating this Contract or not.
- (b) Buyer will release, protect, defend, indemnify, and hold Seller and its officers, directors, employees, shareholders, agents, representatives, and insurers ("Seller GROUP") harmless from and against all Claims that are asserted (a) for any damage to or destruction of Buyer GROUP tools, equipment, or other materials from any cause; or (b) by or arise in favor of Buyer GROUP due to personal injury, death, or loss or damage to property. The indemnity provided in this paragraph applies whether or not caused by the **negligence of Seller** or any claim of strict liability or any cause whatsoever, whether predating this Contract or not.
- (c) Notwithstanding any other clause or term in this Contract, the maximum, total limit of liability of either party to the other, regardless of cause, for any and all injuries, claims, losses, expenses, or damages whatsoever, arising out of or in any way related to this Contract, shall not exceed the total contract value.
- (d) IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES MAY BE SOUGHT.

## 9.0 Intellectual Property

For purposes of this Agreement, the term Intellectual Property shall mean patented and unpatented inventions, mask works, copyrightable material or data, computer software, trade secrets, business plans, and proprietary information of either party to this Agreement (hereinafter "Intellectual Property" or "IP"). Information and technology that is freely available to the public is excluded from this Agreement.

Intellectual Property developed independently by either Party, either before or during the term of this contract, is and shall remain the exclusive property of said Party. IP developed jointly shall be owned equally by both parties, so long as each shares equally in the cost of pursuing and

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maintaining IP protection appropriate for said IP. In case a Party declines to participate in sharing the costs and effort of pursuing and maintaining such shared IP, it shall quit-claim the IP in favor of the other Party, and allow the other Party exclusive ownership and control, including executing relevant required documentation assisting the other Party in transferring ownership and control.

## 10.0 Confidentiality

All confidential information shall be disclosed and/or used only in accordance with the Nondisclosure Agreement, if applicable this shall be called out on the PO.

## 11.0 Disputes

The Parties agree to enter into good faith negotiations at the senior leadership level to resolve any dispute. Both parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures, before resorting to arbitration. The parties will share the cost of mediation equally. If mediation does not result in the settlement of the dispute, then any dispute, controversy or claim arising out of or relating to this Contract, the relationship resulting in or from this Contract, or breach of any duties hereunder, will be settled by Arbitration in accordance with the Commercial Arbitration Rules of the U. S. Arbitration & Mediation, Midwest (“USA&M”) or the American Arbitration Association (“AAA”). All hearings will be held in Houston, Texas before a three-person arbitration panel made up of neutral individuals with no ties to either party. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings. Nothing herein will be construed to prevent any party’s use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving party’s right to compel arbitration of any dispute.

## 12. Export Control Compliance

The subject technology of this Contract (together including data, services, hardware, and software provided hereunder) may be controlled for export purposes under the International Traffic in Arms Regulations (ITAR) controlled by the U.S. Department of State or the Export Administration Regulations (“EAR”) controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user, and end-use. Exports or re-exports of any U.S. technology to any destination under U.S. sanction or embargo are forbidden.

Access to certain technology (“Controlled Technology”) by Foreign Persons (working legally in the U.S.) may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person’s country of origin. Seller is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws. Seller shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this contract.

## 13.0 Governing Law, Venue, and Interpretation

This contract shall be governed, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules. The parties expressly agree that the sole jurisdiction and venue for any litigation arising from or related in any way to the Contract will be the state district courts located in Houston, Harris County, Texas.

The captions and headings used in this Contract are solely for the convenience of the Parties, and the text of the Contract shall govern in the event of any conflict or ambiguity. Each party has read and agreed to the specific language of this Contract; therefore, no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

## 14.0 Severability and Non-Waiver of Rights

If any covenant, agreement, term, or provision of this Contract shall be deemed invalid or unenforceable, the remainder of this Contract shall not be affected, and each remaining covenant, agreement, term, or provision of this Contract shall be valid and enforceable.

The failure of either Party to insist upon performance of any provision of this Contract, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this Contract.

## 15.0 The Entire Agreement

This Purchase Order and including all attachments, exhibits, appendix, etc. constitutes the entire agreement between the Parties, superseding any prior agreements, policies, understandings, representations, and warranties, oral or written, between the Parties on this subject; and there are no conditions affecting this Purchase Order that are not expressed herein.



### **Additional Quality Flow Down Requirements:**

1. Supplier notification is required in cases of nonconforming product, including arrangements for Buyer approval of supplier nonconforming material.
2. Supplier notification is required for changes in product and/or process definition including changes of their external providers or location of manufacture.
3. The supplier will flow down to sub tier suppliers the applicable requirements in the purchasing documents, including key characteristics.
4. Certification(s) of Compliance to all applicable specifications if requested by Buyer.
5. Right of Entry shall be granted to Buyer, its customers, and regulatory authorities, to all facilities involved with the order and to all applicable records, for the purpose of monitoring product quality.
6. Records resulting from the processing of this order shall be retained for a minimum of seven (7) years after completion of Buyer's customer's contract, or as otherwise required by that customer. If disposing of records after the minimum retention period, dispose of expired records by means of deletion from all servers/databases (for electronic records) or shred (for physical records).
7. Supplier responsible for Lost or Damaged Product
8. Supplier performance - Intuitive Machines, LLC will evaluate and record the supplier(s) ability to meet contractual requirements, including product characteristics, specifications, on-time delivery, completion of documentation, and responsiveness to corrective actions. Intuitive Machines, LLC reserves the right, at our discretion, to approve and/or disapprove a supplier for lack of performance.
9. Supplier Quality System - a Quality System which assures compliance with supplied documentation, including the purchase order, drawings, and specifications. A system that complies with ISO 9001, AS9100, AS9120, Nadcap or equivalent preferred. Intuitive Machines, LLC will validate the supplier Quality System status by confirming the sustained certification approval, quality surveys, and/or on-site surveillance audits.
- 10. Prevent the use of suspected unapproved, unapproved, and counterfeit parts (see 8.1.4 and 8.1.5 of the AS9120B / ISO 9001:2015 Standard).**
11. Ensure that persons / employees are aware of:
  - their contribution to product or service conformity
  - their contribution to product safety, and
  - the importance of ethical behavior
12. Suppliers will maintain an approved calibration system (where applicable) which ensures valid measurements within the appropriate accuracy and is traceable to the NIST.
13. For Calibration Suppliers; ISO 17025 Certified preferred.  
If not certified to 17025, calibration and certification reports to include:
  - Description and identification of the equipment calibrated and date of calibration
  - Calibration results obtained before and after any adjustments
  - Traceability to NIST (National Institute of Standards & Technology) or other known standard.

