

General Purchase Conditions

United States - California

Effective date: August 6, 2026

Version: 1.0

Applies to: All suppliers of goods or services to the PIXIOR entity identified in a Purchase Order

Standard form. The Purchase Order and any signed agreement may contain additional or controlling terms.

These General Purchase Conditions (the 'Conditions') establish the standard terms on which PIXIOR purchases goods and services. They are intended for routine business-to-business procurement and do not replace any project-specific agreement required by applicable law.

1. Definitions and Scope

'PIXIOR' means the PIXIOR legal entity identified as the buyer in the applicable Purchase Order. 'Supplier' means the person or entity supplying goods or services. 'Order' means the Purchase Order together with these Conditions and the documents incorporated into it. 'Deliverables' means all goods, services, reports, work product, data, materials, and other items required by an Order.

These Conditions apply to every Order unless a written agreement signed by authorized representatives of PIXIOR and Supplier expressly provides otherwise. An Order is not a commitment to purchase any minimum quantity unless it expressly states one.

2. Acceptance; Supplier Terms Rejected

Supplier accepts the Order by acknowledging it, beginning performance, shipping goods, or accepting payment. PIXIOR's offer is expressly limited to the Order. Any additional or different terms in a quotation, acknowledgment, invoice, website, portal, shrink-wrap or click-wrap term, shipping document, or other Supplier communication are rejected and do not become part of the Order unless PIXIOR expressly accepts them in a writing signed by an authorized representative.

3. Order of Precedence

If documents forming an Order conflict, the following order controls: (a) a master agreement or other agreement signed by both parties; (b) any statement of work or schedule signed by both parties; (c) the face of the Purchase Order; (d) these Conditions; (e) the PIXIOR Supplier Code of Conduct; and (f) specifications or other documents incorporated by reference. A more specific requirement controls over a general requirement within the same document.

4. Changes

PIXIOR may request reasonable changes to quantities, specifications, delivery schedules, packaging, place of delivery, or scope. Supplier shall not implement a change affecting price, schedule, or scope without written authorization from PIXIOR. If an authorized change materially affects cost or timing, Supplier must request an equitable adjustment with supporting detail within ten business days after receiving the change; otherwise, Supplier waives the adjustment.

5. Prices, Taxes, and Expenses

Prices are firm and include all costs of performance, packaging, handling, labeling, insurance, permits, overhead, and other charges unless the Order separately states them. Supplier may not add fuel, accessorial, administrative, minimum, rush, or similar surcharges without prior written approval. Sales, use, or similar transaction taxes must be separately stated when legally chargeable. PIXIOR may provide a valid exemption certificate where applicable. Travel and other expenses are reimbursable only when the Order expressly authorizes them and Supplier provides reasonable receipts.

6. Invoices and Payment

Supplier shall submit accurate, itemized invoices after delivery of conforming goods or completion of the invoiced services. Each invoice must include the Purchase Order number, line item, delivery or service date, ship-to or service location, quantities, unit prices, taxes, and supporting documents reasonably requested by PIXIOR. Unless the Order states otherwise, undisputed amounts are due thirty days after PIXIOR receives a correct invoice and the related goods or services have been accepted. PIXIOR may withhold disputed amounts while the parties work in good faith to resolve the dispute, and may offset amounts Supplier owes PIXIOR against amounts otherwise payable, to the extent permitted by law.

7. Delivery, Title, and Risk of Loss

Time is of the essence. Supplier shall deliver to the location and by the date stated in the Order and shall promptly notify PIXIOR of any actual or anticipated delay. Partial or early deliveries require prior approval. Unless the Order states otherwise, title and risk of loss remain with Supplier until the Deliverables are delivered to the specified location and accepted by PIXIOR. Payment, inspection, or possession does not by itself constitute acceptance. Supplier shall use commercially appropriate packaging and comply with PIXIOR's routing, labeling, appointment, and shipping instructions.

8. Transportation and Logistics Requirements

When Supplier transports goods or arranges transportation, Supplier shall use properly licensed, registered, insured, and qualified providers; comply with applicable motor-carrier, broker, freight-forwarder, hazardous-materials, customs, security, and safety requirements; maintain accurate shipping records; and prevent unauthorized brokering, rebrokering, transloading, substitution, or subcontracting.

Supplier remains responsible for its subcontractors and for loss, damage, delay, or misdelivery to the extent allocated to Supplier by the Order or applicable law.

Bills of lading, delivery receipts, tariffs, carrier rules, or similar shipping documents are receipts only and do not modify an Order unless the Order expressly incorporates them.

9. Inspection, Rejection, and Acceptance

PIXIOR may inspect and test Deliverables before or after delivery. PIXIOR may reject Deliverables that do not conform to the Order and, at its option, require prompt repair, correction, replacement, re-performance, refund, or credit, all at Supplier's expense. Supplier shall pay reasonable inspection, sorting, storage, return, removal, reprocurement, and other direct costs resulting from nonconformity. Inspection, acceptance, use, payment, or failure to inspect does not waive latent defects, fraud, warranty rights, or other remedies.

10. Warranties

Supplier warrants that all goods are new unless otherwise approved; conform to the Order, specifications, samples, drawings, and representations; are merchantable and fit for their intended purpose when Supplier knows or has reason to know that purpose; are of good material and workmanship; are properly labeled and packaged; and are free from defects, liens, security interests, and claims of infringement. Supplier warrants that services will be performed professionally, timely, safely, and in accordance with applicable law and generally accepted industry standards by qualified personnel.

Unless the Order provides a longer period, these warranties continue for twelve months after acceptance or, for repaired or replaced Deliverables, twelve months after the repair or replacement. All warranties extend to PIXIOR, its affiliates, customers, and permitted successors.

11. Quality and Corrective Action

Supplier shall maintain controls appropriate to the Deliverables, including documented specifications, traceability where reasonably required, inspection and testing, preservation of records, and prompt corrective action. Supplier shall notify PIXIOR immediately of any actual or suspected defect, contamination, adulteration, counterfeit item, mislabeling, regulatory issue, safety risk, or other condition that may affect Deliverables already supplied.

12. Compliance with Law

Supplier shall comply with all laws, regulations, permits, licenses, orders, and binding standards applicable to Supplier, the Deliverables, and performance of the Order, including those relating to employment, wages and hours, worker classification, nondiscrimination, health and safety, transportation, environmental protection, privacy, cybersecurity, anti-corruption, sanctions, import and

export controls, product safety, accessibility where applicable, and taxes. Supplier shall provide evidence of compliance upon reasonable request.

13. California Warehouse, Labor, and Drayage Contracts

If an Order involves labor or services supplied by a warehouse contractor, port drayage motor carrier, labor contractor, staffing provider, or another provider covered by California Labor Code sections 2810 or 2810.3, the parties shall execute any separate, project-specific written agreement and exchange the information required by applicable law before work begins. These Conditions do not replace that agreement. Supplier shall provide complete and accurate information regarding workers, wages, workers' compensation, vehicles, insurance, licenses, registrations, subcontractors, and other required matters, and shall promptly update material changes.

Supplier shall price and perform the services using sufficient funds to comply with applicable wage, hour, safety, workers' compensation, tax, and employment laws. Nothing in an Order waives or shifts any nonwaivable duty or liability imposed by law.

14. Personnel and Employment Practices

Supplier is solely responsible for recruiting, directing, compensating, training, and supervising its personnel, except to the extent applicable law provides otherwise. Supplier shall verify work authorization, pay all wages and benefits when due, maintain required payroll and time records, properly classify workers, secure workers' compensation coverage, and comply with legally protected meal, rest, leave, organizing, and reporting rights. Supplier shall not use forced labor, trafficked labor, unlawful child labor, abusive practices, or unlawful recruitment fees.

15. Health, Safety, and Site Rules

Supplier shall provide a safe and healthy workplace and maintain all required safety programs, including a written Injury and Illness Prevention Program when required in California. Supplier shall train personnel, provide required protective equipment, report hazards, investigate incidents, and comply with PIXIOR's reasonable site-access, security, sanitation, traffic, emergency, and safety rules. Supplier shall promptly report any injury, spill, property damage, regulatory contact, or near miss occurring at a PIXIOR or customer site.

16. Environmental and Hazardous Materials

Supplier shall obtain required environmental permits; minimize and lawfully manage waste, emissions, wastewater, and hazardous materials; and prevent releases. Supplier shall not bring hazardous, regulated, restricted, or temperature-sensitive materials to a PIXIOR site without prior written disclosure and approval. Supplier shall provide current safety data sheets, handling instructions, labels, emergency information, and legally required warnings, including California Proposition 65 warnings where applicable.

17. Import, Export, and Customs

Supplier shall comply with applicable customs, export-control, sanctions, antiboycott, and forced-labor import laws. Supplier shall provide accurate product descriptions, country of origin, tariff classifications, valuations, marking, licenses, certificates, and other trade data reasonably requested by PIXIOR. Supplier shall not route, source, export, reexport, or transfer Deliverables in violation of applicable restrictions. No party's use of a freight forwarder or other agent relieves that party of responsibilities assigned to it by applicable law or the Order.

18. Supplier Code of Conduct

Supplier shall comply with the version of the PIXIOR Supplier Code of Conduct incorporated into or made available with the Order. Supplier shall flow down materially equivalent requirements to subcontractors and suppliers used to perform the Order and shall take reasonable steps to monitor their compliance.

19. Subcontracting and Assignment

Supplier may not subcontract a material obligation, substitute a provider, or assign an Order or payment right without PIXIOR's prior written consent, except that Supplier may assign receivables to a financing institution after giving notice if the assignment does not increase PIXIOR's obligations. Consent does not release Supplier from responsibility. PIXIOR may assign an Order to an affiliate or successor in connection with a reorganization, sale, or transfer of the relevant business.

20. Confidentiality

Supplier shall protect nonpublic business, operational, customer, pricing, security, systems, inventory, and technical information received from PIXIOR or accessed through performance. Supplier may use confidential information only to perform the Order, disclose it only to personnel who need it and are bound by protective obligations, and apply at least reasonable care. These obligations do not apply to information Supplier can document was lawfully known without restriction, independently developed, publicly available without breach, or rightfully received from a third party. Legally compelled disclosure is permitted after prompt notice when lawful. On request, Supplier shall return or securely destroy confidential information, subject to legal retention requirements. These obligations continue for five years after the Order ends, and for trade secrets as long as protected by law.

21. Privacy and Information Security

Supplier shall process personal information only as necessary to perform the Order and in accordance with applicable privacy law and PIXIOR's documented instructions. Supplier shall maintain reasonable administrative, technical, and physical safeguards; limit access; ensure secure disposal; and notify PIXIOR without undue delay, and no later than forty-eight hours after discovery, of any actual or reasonably suspected unauthorized access, use, disclosure, alteration, loss, or destruction affecting

PIXIOR information or systems. Supplier shall reasonably assist with investigation, mitigation, required notices, and data-subject requests. If applicable privacy law requires a separate data-processing or service-provider agreement, the parties shall execute one before processing begins.

22. Intellectual Property and Work Product

Each party retains ownership of intellectual property developed independently of the Order. Unless the Order states otherwise, deliverables created specifically for PIXIOR and paid for by PIXIOR are works made for hire to the extent permitted by law and otherwise are assigned to PIXIOR upon creation. Supplier retains its preexisting tools, methods, and know-how, but grants PIXIOR a perpetual, worldwide, royalty-free license to use any embedded Supplier materials as necessary to use, reproduce, maintain, modify, and distribute the Deliverables for PIXIOR's business. Supplier shall obtain equivalent rights from its personnel and subcontractors.

23. Records, Audit, and Cooperation

Supplier shall maintain complete and accurate records supporting invoices, compliance, licenses, insurance, training, worker classification, safety, chain of custody, sourcing, and performance for at least four years after final payment, or longer if law or the Order requires. On reasonable notice, PIXIOR or its representative may review relevant records and facilities during normal business hours to verify compliance, subject to reasonable confidentiality and security procedures. PIXIOR may conduct a prompt review without advance notice when it reasonably suspects fraud, serious safety risk, forced labor, a material data incident, or unlawful conduct. Supplier shall timely correct substantiated deficiencies.

24. Insurance

Supplier shall maintain insurance appropriate to its risks and all coverage required by law. Unless the Order specifies different limits, Supplier shall maintain: workers' compensation at statutory limits and employers' liability of at least \$1,000,000; commercial general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; automobile liability of at least \$1,000,000 combined single limit when vehicles are used; cargo or warehouse legal liability of at least \$100,000 per occurrence when Supplier has custody of goods; professional liability of at least \$1,000,000 when providing professional services; and cyber/privacy liability of at least \$1,000,000 when processing personal information or accessing PIXIOR systems. Upon request, Supplier shall provide certificates and endorsements reasonably evidencing required coverage. Insurance does not limit Supplier's liability.

25. Indemnification

To the extent permitted by law, Supplier shall defend, indemnify, and hold harmless PIXIOR, its affiliates, customers, and their respective directors, officers, employees, and agents from third-party claims, damages, fines, penalties, judgments, recalls, losses, and reasonable legal fees to the extent arising from: (a) Supplier's breach of the Order; (b) negligent, reckless, or willful acts or omissions of Supplier or

its subcontractors; (c) bodily injury, death, or property damage caused by the Deliverables or Supplier's performance; (d) Supplier's violation of law; or (e) a claim that Deliverables infringe or misappropriate intellectual property. Supplier has no obligation to the extent a claim results from the indemnitee's negligence or willful misconduct. PIXIOR shall give reasonably prompt notice and cooperation, and Supplier may control the defense, but may not settle a claim that admits fault by or imposes nonmonetary obligations on an indemnitee without written consent.

26. Recalls, Claims, and Remedies

Supplier shall promptly investigate and cooperate with any complaint, loss, damage, defect, regulatory inquiry, recall, or safety issue involving Deliverables. If Supplier is responsible, Supplier shall bear reasonable direct costs of containment, notice, inspection, sorting, removal, return, repair, replacement, re-performance, and legally required recall activity. Rights and remedies under an Order are cumulative and do not exclude rights available under law.

27. Business Continuity and Force Majeure

Supplier shall maintain commercially reasonable continuity and disaster-recovery measures. A party is not liable for delay caused by an event beyond its reasonable control that could not have been prevented through reasonable planning, excluding lack of funds, ordinary labor shortages, price increases, or failures of subcontractors that reasonable diligence could have avoided. The affected party shall promptly notify the other, mitigate effects, and resume performance. PIXIOR may obtain substitute goods or services during the delay and may terminate affected portions of an Order if the delay materially impairs operations or continues for more than thirty days.

28. Suspension and Termination

PIXIOR may suspend performance for a reasonable period to address safety, security, quality, compliance, or operational concerns. PIXIOR may terminate an Order for convenience by written notice and will pay for conforming Deliverables accepted through the termination date plus authorized, reasonable, noncancelable commitments that Supplier cannot mitigate, excluding anticipated profit on unperformed work. Either party may terminate for a material breach not cured within ten days after notice, or immediately for insolvency, fraud, corruption, forced labor, serious safety misconduct, unlawful conduct, material confidentiality or data breach, or loss of a required license or insurance. Supplier shall preserve and transfer completed work and reasonably assist an orderly transition.

29. Publicity and Use of Name

Supplier shall not use PIXIOR's name, trademarks, customer names, photographs, or details of the relationship in advertising, press releases, case studies, social media, or other publicity without prior written consent.

30. Independent Contractor; No Authority

Supplier is an independent contractor and has no authority to bind PIXIOR. Nothing creates a partnership, joint venture, franchise, fiduciary, agency, or employment relationship between PIXIOR and Supplier or Supplier's personnel. This provision does not alter any status, duty, or liability imposed by applicable law.

31. Notices

Notices must be in writing and delivered to the contacts stated in the Order by personal delivery, nationally recognized overnight service, or email with confirmation of transmission. Notices of breach, indemnity claims, or termination must also be sent to the business address stated in the Order. Operational communications do not amend an Order.

32. Governing Law and Venue

Unless a signed agreement states otherwise, California law governs the Order without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. State and federal courts located in Los Angeles County, California, have exclusive jurisdiction, and each party consents to personal jurisdiction and venue there.

33. General

The Order is the entire agreement regarding its subject and supersedes prior discussions and communications. Amendments and waivers must be in writing by authorized representatives. A waiver on one occasion is not a continuing waiver. If a provision is unenforceable, it will be limited to the minimum extent necessary and the remainder will continue. Headings are for convenience only. Electronic signatures and counterparts are effective. Provisions concerning payment obligations, warranties, confidentiality, privacy, intellectual property, records, indemnity, remedies, governing law, and any terms that by their nature should survive will survive expiration or termination. No person other than the parties and expressly identified indemnitees is an intended third-party beneficiary.

Contact

Questions regarding these Conditions may be sent to contact@pixior.com with the subject line 'Supplier Compliance.'

PIXIOR | 5901 S. Eastern Avenue, Commerce, California 90040 | (323) 721-2221 | www.pixior.com