

Forest River, Inc.
Purchase Order Terms and Conditions
Effective Date: September 30, 2024
Version: 09.30.24

TO: All suppliers and vendors:

By accepting a Purchase Order issued by Forest River, Inc. ("Buyer"), the supplier/vendor ("Seller") is hereby acknowledging and agreeing to these Terms and Conditions, which are incorporated and made a part of the Purchase Order.

1. GOVERNING PROVISIONS. Seller's sale to Buyer of products or goods ("Product" or "Products") or performance of any services ("Service" or "Services") pursuant to the Purchase Order shall be governed exclusively by the terms of the Purchase Order, including these Terms and Conditions. Buyer hereby rejects any different or additional terms and conditions proposed by Seller. If the Purchase Order is sent to Seller in response to a quotation or an offer Seller submitted to Buyer, the terms of this Purchase Order, including these Terms and Conditions, shall supersede and control all provisions in Seller's quotation or offer and shall be a rejection of such quotation or offer. In the event of a conflict between the terms in the body of the Purchase Order and these Terms and Conditions, such terms in the body of the Purchase Order shall prevail.

2. COMPLIANCE WITH LAWS AND CODE OF CONDUCT. Seller represents and warrants that Seller and Seller's Products and Services provided hereunder shall conform to the requirements of all applicable international, federal, state, and local laws, regulations, rules, and orders (collectively, "Laws"). Seller represents and warrants that all Products shall be adequately contained, packaged, marked, labeled, and registered in compliance with the Laws and that all Products and Services are in compliance with any applicable safety standards under the Occupational Safety and Health Act of 1970, as amended, and applicable regulations. If a Product is regulated under the Toxic Substances Control Act, Seller represents and warrants that every chemical substance and/or mixture is in compliance with the Toxic Substances Control Act, as amended, and its implementing regulations, in that such chemical substance is on the Inventory of Chemical Substances or subject to an applicable exemption thereto. If a Product is regulated under the Federal Food, Drug and Cosmetic Act, as amended ("FDA"), Seller represents and warrants that the Products covered by this Order, are as of the date of shipment or delivery, whichever is later, not adulterated or misbranded within the meaning of the FDA and are not articles which may not, under the provisions of Section 405, 505 or 512 of the FDA, be introduced into interstate commerce and are not adulterated or misbranded within the meaning of the food, drug or cosmetic laws of any state or municipality. Seller agrees to use best efforts to reduce, minimize, and eliminate the use of perfluoroalkyl and/or polyfluoroalkyl substances ("PFAS") or PFAS-like substances regulated by applicable Laws in its Products. If a Product is regulated under any Laws governing the presence of PFAS, Seller represents and warrants that all Products are in compliance with such Laws and any prohibitions, limitations, restrictions, and registration and notification requirements they may impose. If Seller determines a Product is not in compliance with all Laws, Seller shall in advance, or immediately after discovery, inform Buyer in writing. Buyer expressly reserves the right to reject any such products and/or require Seller to be fully responsible for reasonable costs associated with complying with all Laws to allow Buyer to sell and distribute such products in such jurisdictions. The foregoing representations and warranties shall be a continuing representation and warranty and shall apply to each shipment of Products. If a Product or Products are subject of a recall, Seller shall be responsible for all costs relating to or arising out of the recall, including any costs, administrative costs, expenses, fines, penalties, or any other kind of damages incurred by Buyer related to the recall. Seller will and will cause any person or entity acting on its behalf to fully comply with all applicable laws in the provision of Products and/or Services under this Purchase Order, including without

limitation anti-money laundering, anti-corruption, and anti-bribery laws, and the Foreign Corrupt Practices Act. Without limiting the foregoing, Seller shall comply with all reporting requirements related to The Safety Act and all applicable requirements of the U.S. Department of Transportation and the National Highway Traffic Safety Administration. All raw or fabricated composite wood Products must be compliant with or use only certified or exempt materials or items that meet emissions requirements as stipulated in CARB 93120 PHASE 2, Toxic Substance Control Act Title VI, FMVSS302 and CFMSS302 (as applicable). Seller shall also satisfy any and all requirements of 49 CFR part 26 in the award and administration of U.S. Department of Transportation assisted contracts and shall not engage in any unlawful discrimination. Seller shall abide by the Forest River Inc., Supplier Code of Conduct, found at <http://www.forestriverinc.com/CP-006SupplierCodeofConductPolicy.pdf> and the Prohibited Business Practices Policy of Berkshire Hathaway Inc. found at: <https://www.berkshirehathaway.com/govern/prohibitedbusinesspracticespolicy.pdf>.

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

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

5. TAXES AND GOVERNMENTAL CHARGES; IMPORTING. Except as otherwise agreed pursuant to Paragraph 3, this Purchase Order shall not include sales or use taxes or customs duties. In no event shall such taxes or custom duties be added to the Purchase Order if Buyer has indicated in this Purchase Order that the purchase is exempt from such taxes and custom duties. Seller agrees to pay any other taxes imposed by federal, state, or local law upon the Products or Services sold to Buyer hereunder unless otherwise agreed, except taxes and custom duties required by law to be paid or borne by Buyer. Seller shall, upon request of Buyer, inform Buyer whether the Products are imported or manufactured with imported materials and furnish Buyer with all documentation required for duty drawback for product or imported materials contained in the Product purchased by Buyer hereunder. Seller shall comply with all export and import laws of all countries involved in the sale of the Products under this Purchase Order. Seller assumes all responsibility for shipments of Products requiring any government import clearance. Buyer may terminate this Purchase Order if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products. All Products shall be appropriately marked with the country of origin as required by applicable law.

6. INDEMNIFICATION; INSURANCE. Seller agrees to fully indemnify, defend, and hold harmless Buyer and its directors, officers, employees, agents, stockholders, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees and costs ("Loss"), relating to or arising out of Seller's performance of

its obligations under this Purchase Order, any of the Products, or any of the Services, including but not limited to: (a) any breach or alleged breach of any warranties or any other representations or covenants of Seller to Buyer; (b) any breach or alleged breach of any warranties or any other representations or covenants of Buyer to a dealer or end user; (c) any actual or alleged patent, trademark, or copyright infringement or violation of other proprietary right or other litigation or threatened litigation of any kind; (d) any actual or alleged injury or death to persons or damage to property; (e) the failure of Seller, Products, and/or the Services to comply with the requirements of Paragraph 2 above, including without limitation a recall of a Product, and/or (f) any other negligence, strict liability, product liability, willful misconduct, or wrongdoing by Seller; provided, however, that such indemnification shall be limited to that portion of the Loss that was not caused by Seller's gross negligence or willful misconduct. Buyer shall have the right to reasonably control the defense or settlement of any litigation actually brought or threatened against it without reducing its rights to be indemnified by Seller. Seller shall also at all times carry the following insurance:

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

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

7. **WARRANTY.** Seller warrants that the Products are new, merchantable, safe, fit for intended use, free from defects in workmanship, design, materials, and title, and conform to any specifications, drawings, samples, or other descriptions referenced herein or applicable thereto. Seller shall perform monthly audits of all Products that fall within the Fire and Life Safety requirements specified in NFPA 1192 verifying appropriateness for intended use and proper installation method and process. Seller shall report these audit results to Buyer on a monthly basis. Seller further warrants that all Services shall be performed utilizing at least the degree of care and skill exercised by diligent and prudent members of the same profession performing similar services on a national basis, free from defects in workmanship and materials and in

conformance with all specifications, plans, or drawings referenced herein or applicable thereto. Products or Services found to be nonconforming or defective in material or workmanship shall, at Buyer's option, be corrected or repaired in place by Seller, or be replaced at Buyer's facilities by Seller, or be returned to Seller at Seller's expense (including transportation and handling costs) for repair, replacement, or full refund. Seller shall immediately notify each division of Buyer that purchased the Product or Service and Buyer's Office of Corporate Compliance in the event that such Product or Service is found to be non-conforming, defective, or subject to recall. Seller shall comply with all reporting requirements related to The Safety Act and all applicable requirements of the U.S. Department of Transportation and the National Highway Traffic Safety Administration and provide Buyer with quarterly status reports related to all Recalls and Technical Service Bulletins that apply to Products purchased by each of Buyer's divisions. Seller shall provide Buyer, upon request, full access to Buyer-related warranty claims, customer complaints, or injuries or deaths. Seller must notify Buyer, as promptly as possible, but in all cases prior to shipment of Product, of any substantial change to engineering, change in listing agency, design, construction, or materials used in construction or manufacture of the Product, as well as provide all required testing compliance verifying and validating change. "Substantial" includes any change that may impair the use, value, or safety of product for intended use. If a Product is the subject of an open Purchase Order and there is a change in the listing agency, or the Product requires updated testing to be compliant with law, Buyer shall have the right to change or cancel any open Purchase Order with respect to such Product. If such product has already been shipped, Buyer shall have the right, at any time, without limiting any other available remedies, to return such Product at the sole expense of the Seller. All warranties shall survive any inspection, delivery, payment, use, or acceptance of Products or Services. Seller agrees that all warranties and indemnities applicable to Products provided hereunder shall automatically inure to the benefit of, and be directly enforceable by a third party purchasing or receiving such Products from Buyer. Any costs, expenses, or damages incurred by Buyer associated with a breach of these warranties shall be borne by Seller and may be offset against any monies owing to Seller hereunder or otherwise. In the event that a customer of Buyer makes a claim against Buyer for a marked-up warranty part that is a Product provided by Seller hereunder, Seller shall (i) reimburse Buyer for such Product at actual cost, plus all crating, shipping, or handling charges paid by such customer pursuant to Buyer's policies and procedures; or (ii) reimburse the maximum amount permitted by applicable state law to be billed to Buyer for such warranty charge back allowances for such Product.

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

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

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

shall be deemed to be “works made for hire” and title to and ownership of such Products shall at all times be in Buyer.

11. SAFETY DATA SHEETS. Seller shall furnish Buyer, prior to the first delivery, Seller’s current Safety Data Sheet and other literature or testing results pertaining to the chemical composition of the Products, the hazards associated with the Products, and the precautions which should be observed with respect thereto. Seller shall promptly furnish Buyer copies of any revisions to any of the same issued by Seller during the term of this Order, including with respect to a chemical and/or other composition changes, or improvements thereto Seller represents and warrants that all Product specifications, Product composition information, and safety data sheets provided to Buyer shall be true, accurate, complete and compliant with all applicable Laws, rules and regulations. Without limiting the generality of the foregoing, Seller agrees to provide all notices, notifications, product warnings, labels, or other information as may be required or reasonably requested by Buyer concerning any supplied products containing PFAS or PFAS-like substances which are regulated by applicable Laws. Seller agrees to provide all information concerning such supplied products as may be legally required to Buyer, and to notify Buyer of any and all changes in applicable Laws with respect thereto.

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

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