NEXUS

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PURCHASE ORDER TERMS AND CONDITIONS.

STANDARD TERMS · PURCHASES FROM SUPPLIERS

DOC NO.	VERSION	STATUS
NXS-LEGAL-POT	1.0 · 2026	Draft for counsel review

These Terms apply to every purchase order issued by Nexus Industrial Group, LLC, a Texas limited liability company ("Nexus"), for goods, materials, parts, and services. They are referenced on every Nexus purchase order and are available at nexusindgroup.com.

01

SECTION

APPLICABILITY

These Purchase Order Terms and Conditions ("Terms"), together with the face of the Nexus purchase order ("PO") and any drawings, specifications, and quality requirements it references, are the entire agreement between Nexus and the supplier named on the PO ("Supplier").

Supplier accepts the PO by signing and returning an acknowledgment, by shipping, or by starting performance. Nexus rejects any additional or different terms in Supplier's quotation, acknowledgment, invoice, or packing documents. They do not apply unless an authorized Nexus representative accepts them in writing.

02

SECTION

DEFINITIONS

GOODS	The products, materials, parts, and deliverables described on the PO.
SERVICES	Any work, processing, testing, installation, or other services described on the PO.

SPECIFICATIONS	The drawings, grades, standards, tolerances, quality requirements, and other technical requirements stated or referenced on the PO.
CUSTOMER	Any Nexus customer for whom the Goods or Services are ultimately supplied.

03 SECTION — PRICE AND INVOICING

Prices are firm as stated on the PO and include packaging, marking, and documentation unless stated otherwise. No price increase, surcharge, or added charge applies without a written PO change from Nexus.

Supplier will issue a separate invoice for each shipment, showing the PO number, line numbers, quantities, and unit prices. Nexus may reject invoices that do not match the PO and receiving records.

04 SECTION — PAYMENT

Unless the PO states otherwise, Nexus will pay correct, undisputed invoices within forty-five (45) days of the later of receipt of the invoice or acceptance of the Goods or Services. Nexus may withhold any disputed amount in good faith and may set off amounts Supplier owes Nexus against amounts Nexus owes Supplier.

05 SECTION — DELIVERY

Time is of the essence. Supplier will deliver the quantities on the PO on the dates stated, DAP the Nexus delivery location (Incoterms 2020) unless the PO states otherwise. Supplier will notify Nexus immediately of any anticipated delay, with the cause and a recovery plan.

Nexus may refuse early deliveries, partial shipments, and over-shipments, or return them at Supplier's expense. If Supplier misses a delivery date, Nexus may require expedited shipment at Supplier's cost or cancel the affected items without liability.

06 SECTION — PACKAGING AND DOCUMENTATION

Supplier will package Goods to prevent damage in transit and storage and to meet carrier requirements. Each shipment must include a packing list with the PO number, line numbers, quantities, and heat, lot, or serial numbers where applicable.

Where the PO or Specifications require it, Supplier will provide mill test reports, certificates of conformance, inspection reports, and country-of-origin documentation with the shipment. Goods without required documentation are nonconforming.

07 SECTION — TITLE AND RISK OF LOSS

Title and risk of loss pass to Nexus on delivery to and acceptance at the Nexus delivery location, unless the PO states otherwise.

08 SECTION — INSPECTION AND ACCEPTANCE

Nexus and its Customer may inspect Goods and Services and Supplier's facilities, processes, and records related to the PO at reasonable times. Payment, receipt, or inspection does not constitute acceptance.

Nexus may reject nonconforming Goods or Services within a reasonable time after delivery, including when a defect is discovered later in processing or at the Customer. For rejected items, Nexus may require Supplier to repair or replace them promptly at Supplier's cost, return them for full credit, or correct them itself and charge Supplier the cost.

09 SECTION — QUALITY

Supplier will maintain a quality system appropriate to the Goods and Services and comply with any quality requirements on the PO. Supplier will not change materials, processes, sub-tier sources, or manufacturing location for Goods without Nexus's written approval.

Supplier will notify Nexus in writing within two (2) business days of discovering any nonconformity in Goods already shipped. Supplier will keep quality records, including test reports and traceability records, for at least seven (7) years after delivery.

10 SECTION — WARRANTY

Supplier warrants that, for eighteen (18) months from acceptance, the Goods and Services will conform to the PO and Specifications; be free from defects in material, workmanship, and design (except design furnished by Nexus); be merchantable and fit for any purpose made known to Supplier; be new, unless the PO allows otherwise; and be free of liens and encumbrances.

Supplier further warrants that it will perform Services in a professional manner by qualified personnel. These warranties are in addition to any implied warranties and survive inspection, acceptance, and payment.

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SECTION

CHANGES

Nexus may change drawings, Specifications, quantities, delivery schedules, or shipping instructions by written notice. If a change affects Supplier's cost or schedule, Supplier must request an equitable adjustment in writing within ten (10) days of the notice. Supplier may make no change without a written PO change from Nexus.

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SECTION

TERMINATION

Nexus may terminate a PO for convenience, in whole or in part, by written notice. Nexus will then pay for conforming Goods and Services delivered and the reasonable, documented cost of work in process up to the termination date, not to exceed the PO price. Nexus is not liable for lost profits on undelivered work.

Nexus may terminate a PO for default without liability if Supplier fails to deliver on time, breaches these Terms, or becomes insolvent. Supplier will be liable for Nexus's reasonable cost of buying replacement Goods or Services.

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SECTION

INDEMNITY

Supplier will defend, indemnify, and hold harmless Nexus, its Customers, and their officers, employees, and agents from all claims, losses, damages, and costs, including reasonable attorneys' fees, arising from defective Goods or Services, Supplier's breach of the PO, Supplier's negligence or misconduct, or any claim that the Goods or Services infringe a third party's intellectual property rights, except to the extent caused by designs furnished by Nexus.

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SECTION

INSURANCE

Supplier will maintain, at its own cost, commercial general liability insurance including products and completed operations with limits of at least $1,000,000 per occurrence and $2,000,000 aggregate, automobile liability of at least $1,000,000, and workers' compensation as required by law. Where Supplier performs Services on site, Nexus must be named as additional insured. Supplier will provide certificates of insurance on request.

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SECTION

COMPLIANCE

Supplier will comply with all applicable laws, including those on employment, health and safety, environmental protection, anti-bribery, export control, sanctions, and conflict minerals, and with the Nexus Supplier Code of Conduct (NXS-SCOC). Supplier will

provide country-of-origin, RoHS, REACH, and conflict minerals declarations when Nexus requests them.

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SECTION

CONFIDENTIALITY AND TOOLING

Supplier will keep confidential all drawings, Specifications, pricing, and other non-public information provided by Nexus and use it only to perform the PO. Supplier will not publicize its relationship with Nexus or any Customer without Nexus's written consent.

Tooling, patterns, fixtures, and materials furnished or paid for by Nexus remain Nexus property. Supplier will maintain them in good condition, use them only for Nexus orders, and return them on request.

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SECTION

FORCE MAJEURE

Neither party is liable for delay caused by events beyond its reasonable control and without its fault, provided it notifies the other promptly and uses reasonable efforts to mitigate. Supplier's labor disputes, sub-tier supplier delays, and changes in market price are not force majeure events. If a delay exceeds thirty (30) days, Nexus may cancel the affected items without liability.

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SECTION

GOVERNING LAW AND VENUE

These Terms and each PO are governed by the laws of the State of Texas, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties submit to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas.

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SECTION

GENERAL

Supplier may not assign or subcontract a PO without Nexus's written consent. Nexus's remedies are cumulative and in addition to those available at law. Failure to enforce a provision is not a waiver. If a provision is held unenforceable, the remainder stays in effect. Sections 10, 13, 16, 18, and 19 survive completion or termination of a PO.