

THOR PURCHASING TERMS AND CONDITIONS

1. APPLICABILITY – THOR shall mean Thor Industries, Inc. and each of Thor's current and future operating subsidiaries based in the United States. Supplier agrees to be bound by the terms and conditions herein regarding the sale of all Product(s) to THOR. THOR expressly limits the Supplier's terms and conditions to these terms and conditions. Any different or additional terms are rejected and void unless both parties confirm the modification in writing and the writing is signed by both parties. Course of dealing, Course of performance, and trade usage do not modify, waive, or otherwise change these terms and conditions. Acceptance of the Supplier's goods is expressly conditioned on the Supplier's assent to these terms and conditions.

2. SPECIFICATIONS – Supplier's goods and services (collectively, "Product(s)") must conform to THOR's specifications if THOR provides specifications, as well as to Supplier's own specifications published or otherwise provided to and relied upon by THOR.

3. COMPLIANCE – Supplier's Products must comply with all codes, standards for the goods (including materials) and/or services furnished and the Supplier Code of Conduct (Attachment 1). Supplier may be required to furnish a Certificate of Compliance or Certificate of Origin if requested by THOR. This includes providing notification of the presence of reportable PFAS as required by the Toxic Substance Control Act.

4. SAFETY DATA SHEETS (SDS) – SDS sheets must be on file prior to receipt of any Product, where applicable. Supplier must provide THOR with additional SDS sheets if supplying new, different, or changed Product and/or upon THOR's request.

5. QUOTATIONS – Supplier submits all quotations in writing to THOR including: (1) Supplier's payment terms; (2) Lead time requirements; (3) FOB point; (4) Effective date; (5) Acceptance date; (6) "Good Through" date; (7) Minimum order quantity; (8) Supplier's part number; (9) THOR's part number; and (10) Manufacturer's and/or Supplier's warranty statement for the Product. Provided, however, that in the event of any difference between Supplier's warranty statement for the quoted Product and the warranties discussed in paragraph 21, the warranty providing more commercially acceptable protection to THOR and its customer shall control.

6. PAYMENT TERMS – Unless separately agreed upon by THOR, invoices are paid on the 10th and 25th of each month subject to a net 2% discount. If Supplier's invoice and Product are received in the first half of the month (1st through 15th), payment will be issued on the 25th day of the same month. If Supplier's invoice and Products are received in the second half of the month (16th through 31st), payment will be issued on the 10th of the following month. Supplier's federal taxpayer I.D. number must be on file before invoices will be paid.

7. PRICE INCREASES – A minimum of 30 days' notification in writing and written acceptance by the applicable THOR purchasing department is required before any price increases (including surcharges) take effect. Any increase may, at THOR's discretion, automatically re-open the competitive bid process.

8. PURCHASE ORDER – Product will not be accepted without a purchase order ("Purchase Order") issued by THOR authorized purchasing personnel. THOR may cancel any confirmed Purchase Order if Product conforming to its specifications or other applicable regulations is not ready for shipment at the time and in the quantity indicated on the Purchase Order.

9. POSTPONED OR DELAYED DELIVERY – Supplier agrees to negotiate in good faith reasonable delivery delays without charging THOR a penalty or storage fees for the postponed delivery.

10. DELIVERY – Deliveries must be made during each THOR subsidiary's normal receiving hours, unless special arrangements have been made with authorized personnel. Supplier part numbers, THOR subsidiary part numbers, and Purchase Order numbers must appear on invoices, packing slips, quotations, vendor paperwork, and material packaging.

11. RETURNS/PACKAGING – Drivers of Suppliers' trucks must be instructed that when making deliveries to any THOR operation, they must also be prepared to pick up any defective goods or materials, racks, and/or returnable packaging.

12. FREIGHT COLLECT – All freight collect deliveries must be shipped via THOR's approved carrier(s). Supplier shall ship Products in returnable containers or shall use minimal packaging to the extent possible while still protecting the Products. Cartons must represent actual contents.

13. SINGLE COMMON CARRIER SHIPMENTS – When making single common carrier shipments to multiple buildings or locations, there must be separate packaging and documentation for each plant.

14. MULTIPLE SHIPMENTS – When making multiple shipments to a single location on the same day, only one bill of lading must be used. Excess freight charges will be charged back at 125%.

15. CREDIT FOR NON-CONFORMITY – Supplier must credit THOR's account for all defective, damaged, or non-conforming Product within 30 days of the date that Supplier is notified of the deficiency. If Supplier fails to do so, Supplier agrees that THOR shall have the right to debit Supplier's account for the price of the Products. Credit memos and related correspondence relating to returned goods or materials shall reference the "returned goods request" number. THOR shall not be obligated to pay any restocking charge for damaged, defective, or non-conforming Products returned to the Supplier.

16. RV-C STANDARD COMPLIANCE – All components intended for communication with recreational vehicle systems and components (including but not limited to control systems, digital switching products, communication systems, IoT devices, safety systems, appliances, monitors, and the like) shall be fully compatible with the RV-C standard as amended from time to time, unless another specification is expressly required by THOR in writing.

17. NOTICE OF PRODUCT CHANGES – THOR must be notified in writing by supplier and approve in writing any proposed change(s) to the Supplier's Product no less than 90 days before the requested Product change.

18. INDEMNITY – Supplier will defend, indemnify, and hold THOR harmless from and against any and all claims, demands, and/or causes of action seeking to recover any economic, property, personal injury and/or other damages incurred by or recovered from THOR predicated upon, arising out of or related to: (1) an alleged defect in the design, manufacture or assembly of any Product(s) provided by Supplier to THOR; (2); an alleged failure to warn of a risk any such Product creates; (3) any recall pertaining to a condition or defect in any Product supplied to THOR by Supplier; (4) Supplier's breach of these Purchasing Policies and Procedures or of any warranty or representation given herein; (5) the acts, omission or violation of any law of or by Supplier or its representatives in connection with providing Products to THOR and/or in the course of any business with THOR; and/or (6) for purchases involving Information Protection under Paragraph 30 below, a security incident and/or breach resulting in the unauthorized access of confidential, proprietary, and/or personal data (including that of a retail owner) caused in whole or in part by Supplier or Supplier's Product (including related software and services). Supplier must cooperate with THOR in the defense or settlement of any claims, demands, and/or causes of action for any injuries or damages claimed or sustained by Supplier's employees while on THOR's premises. Supplier waives all rights to recover any money paid under their workers' compensation insurance policy except for injuries resulting from THOR's gross negligence. This defense, indemnity, and hold harmless obligation includes holding THOR harmless from and against all attorney fees and litigation expenses as well as any expenses or costs incurred for any recall. For the avoidance of doubt, Supplier's obligations listed in this paragraph shall extend to THOR Industries, Inc., each of its current and future subsidiaries and affiliates, and their directors, officers, employees and agents.

19. AUDIT BY SUPPLIER – THOR intends to use Supplier's Product according to the applicable installation instructions or recommendations. Supplier's representative must visit THOR's manufacturing plants to audit and approve THOR's use and installation of those Products. Visits must be made periodically or as requested, and particularly during the first application. Failure of a Supplier to undertake appropriate audits shall constitute a waiver by such Supplier of any claim that Supplier did not approve any particular application.

20. EXPRESS WARRANTIES – In addition to any warranties available to THOR as a matter of law, none of which may be disclaimed by Supplier or waived by THOR, Supplier warrants to THOR and to any ultimate purchaser of any product containing Supplier's Product, that:

Any Product sold to THOR by Supplier shall conform to all specifications and requirements of THOR and Supplier, including the intended functional application by THOR, and be free from defects in materials and workmanship; and

- Any Product sold to THOR by Supplier are free from design and specification defects; and
- Any Product will not cause harm when used as instructed and for its intended purpose; and
- Supplier and the Product comply with all applicable laws, regulations, and other governmental regulatory and/or industry standards and requirements; and
- Supplier is authorized to supply the Product to THOR and that no such Product will infringe any valid patent, copyright, trademark, trade secret or any other third party right. (If THOR determines Supplier has breached of this warranty, THOR may elect to withhold performance and/or to terminate any contract(s) pertaining to the supply of infringing Product in addition to recovering any damages to which it may be entitled to recover from Supplier); and
- All Product is free from liens or encumbrances.

These warranties shall begin upon THOR's final acceptance of the Product and shall survive inspection, any test, and payment for the Product. The warranty shall extend for a period of the greater of: (i) one year from the date of actual sale of the RV to consumer; or (ii) the period of the THOR subsidiary's warranty.

21. REIMBURSEMENT OF WARRANTY EXPENSE – Supplier agrees to reimburse THOR for any warranty expense (including freight in, freight out, labor, and current part cost, inclusive of any required and/or applicable mark-up, as of the time of reimbursement) incurred by THOR related to defective or nonconforming Supplier Product. THOR will provide to Supplier, with each reimbursement request, copies of all documents or claims received from the repair facility verifying the defect and the work performed. If required by Supplier, all defective Product or parts thereof will be returned to Supplier; however, THOR has the right to maintain possession of a representative sample of the defective Product or parts for evidentiary purposes, and Supplier shall not destroy or dispose of defective Product or parts without prior approval from THOR. Shipping costs will be included in THOR's reimbursement request. THOR will send the reimbursement request to Supplier or include it with the returned Product or part. Supplier must reimburse THOR within 15 days of receiving the reimbursement request. If Supplier fails to timely reimburse THOR, THOR will deduct the amount of the request from the next payment to the Supplier. Requests for defective Product or parts held by THOR or its dealer must be received within this 30 day period, or the Product or parts will be scrapped. If Supplier wishes to repair and return or replace defective Product or parts, Supplier must make prior arrangements with the applicable THOR warranty department. Standard procedure will be to request reimbursement for the part cost (including mark-up when required), labor, and shipping.

22. RECALLS – Supplier represents, warrants and covenants that: (a) Supplier will promptly provide to THOR any communications to or from any governmental, regulatory or industry authority relating to any claimed defect or other alleged problem relating to any Product; (b) Supplier shall promptly provide to THOR details of any complaints Supplier receives relating to the Product, together with reports on the manner in which Supplier has, is or will resolve the complaints; and (c) Supplier will take immediate action to abate any health or safety risks posed by the Product (including, but not limited to participating in and/or initiating product recalls). Upon THOR's written request, Supplier shall provide to THOR, for THOR's review and approval, a copy of Supplier's recall program for the Products. Supplier shall also provide THOR with copies of any certifications provided by Supplier or its manufacturers of the Products, or components thereof. Supplier agrees to cooperate with THOR to fulfill and comply with any product recall obligation involving Supplier's Product or arising as a direct consequence of Supplier's Product. Supplier agrees to reimburse THOR for all expenses incurred in performing a product recall of Supplier's Product. Recall obligations shall include, but are not limited to, both involuntary and voluntary recalls governed by The National Highway Traffic and Safety Administration (NHTSA), Transport Canada, and the Consumer Product Safety Commission (CPSC). All recall expenses will be submitted for payment per the warranty expense process.

23. ARBITRATION – In the event THOR incurs a liability, through settlement or final adjudication by a fact finder, to a third party due (in whole or in part) to the failure or defect in a Product supplied by Supplier, in whole or in part, Supplier agrees to contribute an appropriate pro rata share to THOR to satisfy such liability. In the event the parties cannot agree on an appropriate pro rata share, THOR and Supplier agree to submit the matter to arbitration before an arbitrator mutually acceptable to the parties located in Indiana. If the parties are unable to agree upon an arbitrator, each party will select a qualified arbitrator, and the two arbitrators selected will select a third arbitrator to serve as arbitrator of the dispute. While the arbitrator need not be a AAA affiliated arbitrator, the arbitration procedure will be governed by the AAA Commercial Rules. The arbitrator shall enter a final and binding ruling as to the appropriate pro rata share under the facts of the dispute. Such a determination will be made without regard to whether the third party had or could have had any direct cause of action against Supplier or whether Supplier had or could have had valid legal defenses to such a claim.

24. UNACCEPTABLE DISRUPTIONS – Late shipments, delays in delivery, back orders, incorrect or defective Products, supply shortages/constraints, and anticipated strikes or labor disputes are unacceptable and not considered reasonably unavoidable occurrences. Extraordinary costs incurred due to such occurrences will be the responsibility of the Supplier, and THOR may expect compensation for any such costs.

25. PRODUCT LIFE CYCLE SUPPORT – Supplier shall keep a reasonable and sufficient inventory of Product available, including spare parts for any Product, reasonably necessary to support the Product's life cycle for a minimum of three (3) years following that last date of production of the Product to THOR. Likewise, Supplier agrees to sell to THOR any Product (at OEM pricing) THOR deems necessary for it to hold in inventory to support its dealers and recreational vehicle owners.

26. COMPETITIVE PRICING – THOR will at times arrange to buy certain Product from Supplier for a given period of time at a specified price. If THOR receives significant competitive pressure on that Product, Supplier will be expected to respond. Supplier will be given a commercially reasonable opportunity to keep supplying the Product unless it is unable or unwilling to compete, as solely determined by THOR, in which case Supplier may lose all or part of the business. The arrangement may also be terminated if: (1) Supplier raises the price; or (2) Supplier's quality and/or service is unacceptable to THOR. THOR prefers to maintain long term, stable Supplier relationships.

27. PROJECTIONS – Upon request, THOR will furnish Supplier with projections of anticipated production but assumes no responsibility for Supplier inventory beyond that ordered pursuant to written THOR Purchase Orders. Provided, however, if forecast requirements are specified in a written agreement between Supplier and THOR, then such forecast requirements will govern the parties' obligations as it relates to providing forecasts.

28. PUBLICITY – Supplier agrees THOR (directly and through third parties assisting THOR) may identify and depict the following in its commercial materials and communications: (a) Supplier and the Supplier's relationship with THOR; (b) any Product Supplier supplies to THOR; and (c) any related names, trademarks, service marks, trade names, trade dress, and logos. Such depiction must be accurate, not disparaging to Supplier, and not detrimental to the goodwill associated with Supplier's Product or brands.

29. THOR TRADEMARKS – Supplier acknowledges that "THOR", "THOR Industries", the names of THOR companies, the brand and model names of THOR products, technologies and services, and all related trademarks and logos are trademarks and trade names of THOR and/or THOR's subsidiary companies. Supplier agrees it is not authorized to use any THOR trademarks or tradenames without THOR's prior written approval.

30. INFORMATION PROTECTION – When Confidential Information is provided to a Supplier or THOR IP is involved in the agreement, Supplier will comply with THOR Information Protection Terms at the link or attached to the terms.

31. INSURANCE – At all times during the party's relationship and for a period of 2 years following the last acceptance of any Product by THOR, Supplier shall maintain and shall require any subcontractors it may engage to maintain, the insurance coverage and will provide a Certificate of Insurance with appropriate

additional insured forms to THOR demonstrating compliance. Supplier shall maintain Workers' Compensation Insurance as required by the laws and regulations applicable to and covering any of Supplier's employees for which coverage is required. Supplier shall maintain Employers' Liability Insurance, Automobile Liability Insurance and System Security/Cyber Liability with limits of not less than \$1,000,000, naming THOR as an additional insured if requested. Suppliers shall maintain Commercial General Liability Insurance including coverages for premises/operations, products/completed operations, bodily injury, property damage, independent contractors and coverage for insured contracts specifically in support of the contractual obligations of Supplier, including, without limitation, any indemnity obligations of Supplier to THOR. For Suppliers engaged in the supply of chassis, seats, ranges/cooktops, axles, fire suppression systems, bed lifts, engines, wheelchair lifts, ramp doors, refrigerators, fuel systems, outdoor grills, converters, transmissions, propane tanks or systems, invertors, steps, winches, generators, windshields, trailer hitches, furnaces, wheel assemblies, brakes, detectors, air conditioning, gasoline tanks, microwaves, doors or engaged in the modification or altering of any of these items, must have limits of liability of not less than \$10,000,000 per occurrence and \$20,000,000 in the annual aggregate and naming THOR as an additional insured. All suppliers of products not specifically listed above must have limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate and naming THOR as an additional insured.

32. ATTORNEY'S FEES & VENUE – If any legal action is required to be filed to enforce the terms and conditions of THOR's Purchasing Policies and Procedures set forth herein, the prevailing party shall be entitled to recover cost and expense as well as attorney fees. This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Indiana. Any legal action, except as described in paragraph 24 as it relates to arbitration, must be brought in Elkhart County, Indiana or the United States District Court for the Northern District of Indiana sitting in South Bend, Indiana. In the event of a dispute or conflict between the provisions of this Agreement and any purchase order or other confirming or accepting document, the terms of this Agreement control.

Current as of January 1, 2026