

Terms and Conditions of Purchase

(Version 3 – October 13, 2023)

Exclusive Terms and Conditions

These terms and conditions are incorporated into and made a part of the agreement or proposal (“Agreement”) by Kennametal Inc. or any of its subsidiaries, affiliates and unincorporated divisions (“Buyer”) to buy from the named manufacturer, distributor, supplier or other seller (the “Seller”) the goods (“Goods”) and Services (the “Services”) referenced on the face of this document.

The Agreement expressly limits Seller’s acceptance to the terms of the Agreement, together with such plans, specifications, or other documents as are incorporated by reference on the face of the Agreement. The Seller shall not propose any terms or conditions in its acceptance that change, to any extent, the terms and conditions of this Agreement. Contrary provisions in Seller’s quotations, acknowledgements, or any other document that Seller sends in response to the Agreement, or has sent to Buyer to solicit the Agreement, are hereby rejected and are void, no matter whether Seller tenders to Buyer a paper form containing Seller’s terms and conditions, whether Seller send Seller’s terms and conditions to Buyer electronically via email or any similar electronic medium, or whether Seller tenders Seller’s terms and conditions to Buyer by any other means.

The terms and conditions of this Agreement constitute the complete and exclusive statement of the terms and conditions of the contract between the parties, supersede any conflicting terms in Seller's proposal, acknowledgement or written acceptance of this Agreement, and may be modified only by written instrument executed by both parties.

Acceptance of the Agreement

Seller will be deemed to have accepted the Agreement if Seller (a) expressly accepts it by transmitting to Buyer Seller’s written or oral acknowledgement; (b) begins shipment of the Goods; (c) begins manufacture of the Goods if they are to be specially manufactured for Buyer; or (d) begins performing Services.

Order Number

Seller must show purchase order number on all invoices, shipping papers, correspondence, and containers.

Invoices

Seller must issue itemized invoices for Goods or Services provided pursuant to this Agreement. Invoice must include Buyer’s purchase order and line-item numbers.

Authorization

Buyer shall not in any manner be responsible or obligated for any Goods or Services provided or work performed for Buyer’s account except pursuant to this and other formal purchase orders.

Price

The total price for the Goods and Services which are the subject of the purchase order shall not be higher than that appearing on the face of the purchase order or, if no price appears thereon, then no higher than that last quoted to Buyer from Seller for similar Goods or Services, or, if not previously quoted to Buyer from Seller, then no higher than the net price given by Seller to others for similar Goods or Services. No charge will be allowed for packing, crating, freight, express or other carrier charges or cartage unless specifically set forth in the face of the purchase order. The prices set forth in the purchase order include all applicable taxes.

Payment Terms

The payment terms shall be 90 days from the later of (1) date of proper submission and receipt of Seller’s invoice by Buyer or (2) Seller’s invoice date, with payments due on the next scheduled payment run. Buyer shall be entitled to set off, recoup or withhold from any payment that may otherwise be due all sums as may be appropriate to mitigate, reduce or satisfy any damage, loss or diminution in value which arises out of any failure by Seller to timely and/or properly perform Seller’s obligations under the Agreement. Any such set off, recoupment or withholding by Buyer shall not in any way compromise, reduce or waive any other remedies that may be available to Buyer.

Acceptance of Goods or Services

Payment for Goods or Services delivered hereunder shall not constitute Buyer's acceptance thereof. Buyer shall have the right to inspect any Goods that are the subject of this Agreement within a reasonable time after delivery to Buyer and to reject any or all said Goods which are in Buyer's judgment defective or nonconforming to the description thereof in this Agreement.

Inspection

All work (which term throughout includes without limitation raw materials, procedures and processes, components, intermediate assemblies, and end Goods) shall be subject to inspection and test by Buyer, to the extent practicable always and places including the period of manufacture, and in any event prior to acceptance.

Seller is responsible for, and shall upon Buyer's request furnish evidence of, compliance with all requirements of the Agreement. Inspection and test by Buyer of any work, or approval of designs, drawings, samples, test results, procedures, processes, or schedules by Buyer does not relieve Seller from any responsibility to meet the Agreement requirements.

The Buyer shall have free access, during reasonable hours, to any facilities or premises where work is being performed in conjunction with this Agreement.

Goods Warranties

In addition to any specific warranties or otherwise extended by Seller to Buyer, Seller warrants that all Goods covered by this Agreement shall conform to: (a) all applicable laws, (b) the implied warranties of fitness for a particular purpose and merchantability, and (c) the specifications, drawings, samples or other description upon which this Agreement is based. Seller warrants and represents that the Goods will be free from defects in workmanship, design or materials.

Seller warrants and represents that the Goods will be newly manufactured and will comply with any and all samples, drawings, blueprints, designs, and specifications. Seller warrants and covenants that it has and will have good and marketable title to all Goods delivered to Buyer in accordance with this Agreement, free and clear of any and all liens and encumbrances, and that Seller has full and complete legal rights to manufacture and sell the Goods to Buyer without the consent of any third party.

Seller warrants to Buyer that neither the Goods and Services provided by Seller to Buyer, nor the uses which may be expected to be made of the Goods and Services by Buyer, violate or infringe any patent, copyright, mark, logo, trade secret or other intellectual property of or belonging to others.

Inspection, test, acceptance or use of the Goods furnished hereunder shall not affect the Seller's obligations under this warranty.

These warranties shall run to Buyer, its successors, assigns and customers and users of the Goods.

Services Warranties

Seller warrants to Buyer that: 1) It shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with: (a) any specifications or drawings provided by Buyer; (b) any Buyer site requirements communicated to Seller; (c) best industry practices applicable to the Services; (d) all applicable laws; and (e) this Agreement; 2) It shall devote adequate resources to meet its obligations under this Agreement; (3) The Services and deliverables will be in conformity in all respects with all requirements or specifications stated in this Agreement and any applicable Task Orders; (4) Buyer will receive good and valid title to all deliverables relating to the Services, free and clear of all encumbrances and liens of any kind; (5) None of the Services, deliverables, and Buyer's use thereof infringe or will infringe any patent, copyright, trademark, or any other intellectual property right of any third party and, as of the date hereof, there are no pending or, to Seller's knowledge, threatened claims, litigation or other proceedings pending against Seller by any third party based on an alleged violation of such intellectual property rights.

Inspection, test, acceptance or use of the Services furnished hereunder shall not affect the Seller's obligations under this warranty.

These warranties shall run to Buyer, its successors, assigns and customers and users of the Services.

Defective or Non-Conforming Goods or Services

In the event of Seller's delivery of defective or nonconforming Goods or Services, Buyer may, at its election and in addition to other rights or remedies available at law or equity: (a) return the Goods at Seller's risk and expense and recover from Seller the price paid therefore; (b) accept the Goods or Services and equitably reduce the price; (c) require Seller at its risk and expense to promptly replace or correct the defective Goods or Services; or (d) obtain the Goods or Services from another source with any excess cost resulting therefrom chargeable to Seller.

At Buyer's request, Seller will correct any defects or deficiencies in its Goods or Services as soon as possible at no additional charge, and those corrections will be subject to acceptance or rejection by Buyer. If Buyer reasonably believes that the provision of Goods or Services has been so deficient that timely and proper correction is not feasible, Buyer may (in addition to any other legal or equitable remedies available) immediately terminate the applicable Services and Goods or Purchase Order in whole or in part and/or remedy the deficiency itself (or utilize a third party to do so) and charge the Seller with the cost of correction. If applicable, such costs shall include removal, re-installation, and manufacturing value-added costs (such as machining), including labor, access and shipping costs. The Goods or Services provided under the Goods and Services warranty shall be warranted for a period of twelve (12) months after being placed in service by Buyer or twentyfour (24) months from the date of acceptance by Buyer, whichever period is longer.

Delivery

Time of delivery is of the essence of this Agreement. Seller shall ship and deliver all Goods in accordance with Buyer's instructions or, absent such instruction, in accordance with other commercially reasonable methods. Seller covenants and agrees to perform its obligations in strict accordance with all production and delivery schedules appearing on the face of this Agreement.

The due date noted on the purchase order is the date that the Good or Service must be received at the Buyer's location.

In the event that Buyer reasonably determines that Seller will be unable to meet any delivery date(s) hereunder, Buyer shall have the right to either: (a) acquire the Goods or Services from a third-party source and charge Seller for any costs in excess of the Purchase Order price for such Goods or Services; or (b) pursue the remedies set forth in the provisions herein concerning default and termination for cause, without the necessity of providing Seller a cure period, in addition to pursuing any remedies or claims for liquidated damages.

Delivery Instructions

Seller shall ship the quantity specified on the purchase order. Any overshipments or unauthorized shipments may be returned by the Buyer to the Seller at the Seller's expense.

Unless otherwise stated on the face of the purchase order, all Goods and Services are to be shipped and provided freight prepaid, FOB Destination.

When shipping Goods or items, Seller must provide a "packing list" with each shipment. The "packing list" must include the Buyer's purchase order number, purchase order line-item number, description of item shipped and quantity of the item shipped.

Title and Risk of Loss

Unless otherwise specifically set forth on the face of Buyer's purchase order, all right, title and interest in and to the Goods and Services which are the subject of this Agreement shall pass to Buyer upon inspection and acceptance by Buyer.

Seller shall bear the risk of loss for all Goods and Services, at all times, prior to the passage of title to Buyer. Seller warrants that good marketable title to all Goods and Services shall pass to Buyer free and clear of any liens, encumbrances or charges, and Seller shall indemnify Buyer from and against all damage or loss, including attorney's fee, arising out of any breach of this warranty of title.

Insurance

Unless otherwise specifically set forth on the face of Buyer's purchase order, Seller will maintain worker's compensation insurance as prescribed by applicable law, employers liability, comprehensive general liability, including contractual liability and products liability, and automobile liability insurance in reasonable amounts covering Seller's business activities and the obligations of Seller under in this Agreement and, upon request, Seller will provide Buyer with a Certificate of Insurance indicating the amount of such insurance.

Changes

Buyer reserves the right to make changes, including cancellations, in specifications and drawings, shipping instructions, quantities, and delivery schedules. If any such change causes an increase or decrease in cost of, or time required for performance of this Agreement, then an equitable adjustment shall be made in the price or the delivery schedule or both.

Any claims by Seller for adjustment must be made within thirty (30) days of the date the change is ordered.

Default and Termination

Buyer reserves the right to cancel this Agreement or any Purchase Order hereunder at any time for any reason upon thirty (30) days' notice. Buyer reserves the right to immediately cancel this Agreement or any Purchase Order, without liability, and Seller shall be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach in the event of the happening of any the following: (a) insolvency of Seller; (b) the filing of a voluntary petition in bankruptcy by Seller; (c) the filing of an involuntary petition to have Seller declared bankrupt; (d) the appointment of a Receiver or Trustee for Seller; (e) the execution by Seller of an assignment for the benefit of creditors; (f) the taking of possession of any substantial part of Seller's property by any government agency; or (g) the suspension of Seller's usual business.

If Buyer elects to terminate under this clause, the Seller shall gather all reasonable costs incurred to date in performance of the purchase order and submit a termination claim to the Buyer within sixty (60) days of the notice of termination. Upon a review of this claim, including

a potential audit, Buyer will reimburse Seller for all reasonable costs incurred.

Force Majeure

Buyer shall not be held responsible for acceptance of or payment for all or any part of Goods or Services tendered for delivery under this Agreement if, due to an event outside of a party's reasonable control, (including any state or municipal action, statute, ordinance or regulation, strike or other labor trouble, pandemic, act of God, fire, weather event or other incidents outside of a party's control) ("Force Majeure Event"), acceptance or payment is impossible or impractical.

Upon the occurrence of a Force Majeure Event that affects Seller's ability to supply the total demand upon it or any Good, Seller shall allocate its available supply of such Good or Services (without obligation to purchase similar Goods from other sources) on a fair and equitable basis among Buyer and those other customers to whom Seller was contractually obligated to supply such Good or Services at the time the force majeure event arose.

In the event that such an allocation is commercially impracticable, Seller shall not be liable for any failure or delay of delivery if such failure or delay is caused solely by a Force Majeure Event rendering timely performance by Seller impossible through no act or omission of Seller.

Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

Indemnification

Seller covenants and agrees to completely indemnify and hold Buyer harmless from and against any and all loss, damage (including attorney's fees and costs), claim or action, incurred or sustained by Buyer as a result of (a) any breach of any warranty arising out of this Agreement, (b) any breach of Seller's obligations under this Agreement or the purchase order; (c) property damage, personal injury or death, or any economic loss arising out of, or resulting in any way from, any defect in the Goods or Services purchased hereunder; (d) any actual or alleged infringement of patent or invention rights arising from the sale or use of the Goods or Services covered by this Agreement (provided, however, that this indemnity shall not apply to any such damages, liabilities, claims, losses or expenses arising out of compliance by Seller with specifications furnished by Buyer); or (e) any willful misconduct or negligent act or omission of Seller, its agents, employees or subcontractors. Seller shall not enter into any settlement without Buyer's prior written consent.

Seller acknowledges and agrees that the Goods and Services furnished by Seller to Buyer pursuant to this Agreement are intended for use by Buyer in fulfilling contractual obligations of Buyer to others.

In the event that a breach by Seller of its warranties or other obligations hereunder is a contributing cause or factor

in any claim, action or proceeding against Buyer by others, Seller covenants and agrees to completely indemnify and hold Buyer harmless from and against any and all loss or damage (including attorney's fees and costs) incurred or sustained by Buyer as a result of such claims, actions or proceedings.

Exclusive Rights

All drawings, specifications, prototype articles or other descriptions furnished by Buyer to Seller in connection with this Agreement shall remain the exclusive property of Buyer and shall be returned to Buyer promptly upon its written request.

Seller agrees that all drawings, field notes, specifications, software and any other documents, materials or work product, whether in written, audio, video or electronic form, developed for Buyer or that are unique to the subject matter of the Agreement ("Work Product") shall be the property of the Buyer.

Seller agrees to assign all rights, title and interest, including without limitation copyrights, for all such Work Product to Buyer. Buyer shall have the right to use any drawings, field notes, specifications, software and any other documents, materials or Work Product that were not developed for the Buyer or are not unique to the subject matter of the Agreement, for any purpose pertaining to the Buyer's installation, operation, maintenance and repair of the Goods purchased hereunder including the right contract with others for the manufacture of replacement parts or the installation of any additional complementary equipment, software or components.

Buyer's failure to take possession of any such drawings, field notes, specifications, software or any other documents, material or Work Product at the time the Goods are delivered, or the Services are rendered by Seller, shall not be construed as a waiver of any of Buyer's rights under this section.

Confidentiality

All non-public, confidential or proprietary information of Buyer ("Confidential Information"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Buyer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Seller's use in performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain or thereafter enters the public domain; or (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party; or (d) independently developed by Seller without any use of, or reference to, the Confidential Information of Buyer.

All Confidential Information provided by Buyer to Seller shall be and shall remain the property of the Buyer. No present or future intellectual property rights or licenses are offered, granted or implied by the disclosing party, except to the

extent expressly set forth herein. Seller shall take all reasonable precautions to maintain the secret and confidential nature of Buyer's Intellectual Property and Confidential Information, including but not limited to causing each of its employees, consultants, agents, servants, contractors and subcontractors to whom access is given to any such intellectual property or the Confidential Information to execute a non-disclosure agreement that effectively maintains the confidential and proprietary nature thereof, as may reasonably be necessary or appropriate to prohibit the unauthorized use or disclosure of such Intellectual Property or Confidential Information.

No public announcement or public circular in connection with the existence, subject matter or contents of this Agreement shall be made or issued without Buyer's prior written consent.

Seller agrees to indemnify, defend, and hold the other party harmless from and against all losses, costs, claims, and damages (including attorneys' fees) that may be imposed on or suffered by Buyer by reason of, or in connection with, Seller's breach of any of the covenants contained in this Section. In addition, Seller acknowledges that a breach of any covenant contained in this Section will result in irreparable injury to the business of Buyer and that Buyer's remedy at law for such a breach will be inadequate. Accordingly, Seller agrees and consents that Buyer, in addition to all other remedies available at law and in equity, shall be entitled (and the Seller agrees and consents that such circumstances are considered as special grounds for exemption from the necessity of posting bond) to 4 both preliminary and permanent injunctions to prevent and/or halt a breach or threatened breach by Seller of any covenant contained herein.

Seller acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Buyer for which monetary damages may be difficult to ascertain or are an inadequate remedy. Therefore, Buyer shall have the right, in addition to its other rights and remedies, to seek and obtain such relief as available under the applicable laws and regulations for any violation of this Agreement from any court of competent jurisdiction.

Seller agrees that its respective warranties, indemnities and other obligations shall survive delivery and payment and shall extend for a period of five years from and after the date on which performance of final delivery and payment occurs.

Seller's Compliance with All Laws

Seller represents and warrants to Buyer that during the entire term of this Agreement Seller shall conduct its operations, and perform its obligations under the Agreement, in compliance with all applicable laws and ordinances and all lawful orders, rules and regulations thereunder, and specifically with, but not limited to, any import and export, and health, safety and environmental laws, treaties ordinances, codes and regulations of any jurisdiction (whether international, country, region, state, province, city, or local) where the Agreement may be performed.

NOTWITHSTANDING ANY OTHER PROVISION IN THE PURCHASE ORDER TO THE CONTRARY, NOTHING CONTAINED IN THE PURCHASE ORDER WILL OBLIGATE BUYER OR SELLER TO ENGAGE IN ANY ACTION OR

OMISSION TO ACT WHICH WOULD BE PROHIBITED BY OR PENALIZED UNDER THE LAWS OR REGULATIONS OF THE STATE OF ISRAEL OR THE UNITED STATES.

Seller warrants and represents to Buyer that neither Seller nor any of its Relevant Agents has performed or will perform any of the following acts in connection with this Agreement, or any sale made or to be made hereunder, any compensation paid or to be paid hereunder, or any other transactions involving the business interests of the Buyer: pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of: (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party, (ii) inducing such person to use his influence with such governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof; or (iii) securing any improper advantage.

Seller warrants and represents that Seller is and will remain compliant with all applicable laws and regulations pertaining to human slavery and trafficking. Seller has been provided and agrees to abide by Buyer's Global Modern Slavery Statement found at [Global Modern Day Slavery Statement \(kennametal.com\)](https://www.kennametal.com/global-modern-day-slavery-statement).

Seller acknowledges that Buyer has provided it with access to a copy of Buyer's Code of business Ethics and Conduct at [Ethics and Compliance \(kennametal.com\)](https://www.kennametal.com/ethics-and-compliance).

Seller agrees to act in a manner that is consistent with Buyer's Code of Business Ethics and Conduct while performing under this Agreement.

Right to Audit

Seller shall maintain, in accurate and complete order, all books and records (whether in printed, electronic or other format) associated with work performed and charges invoiced to and paid by Buyer pursuant to this Agreement.

Such books and records shall also include (without limitation) all records relating to any (i) changes or extra work, (ii) claims for allowable adjustment of the purchase order price, (iii) entertainment, gifts and business, financial or other transactions between Seller and any Buyer employees, (iv) allowable termination costs and (v) any other allowable charges covered under the purchase order.

Such books and records, and all other books and records of Seller pertaining to the Agreement, shall be open to inspection and audit by representatives of Buyer during reasonable business hours during the life of the Agreement, and for a period of two (2) years thereafter.

Authority; Binding Effect; Assignment

Seller and Buyer represent and warrant to each other that each has entered into this Agreement through its duly authorized representative(s), and that this Agreement is a binding agreement enforceable according to its terms.

The Agreement shall be binding upon, and inure to the benefit of, each party and its successors and permitted assigns.

Seller shall not assign any of its rights or interest in this contract or all or substantially all of its performance of this contract without Buyer's prior written consent.

Seller shall not delegate any of its duties or obligations under this contract.

Seller may assign its right to monies due or to become due except as set forth herein. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this contract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment.

This article does not limit Seller's ability to purchase standard commercial supplies or raw materials.

Rights and Remedies

Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this Agreement, or in exercising any rights or remedies under this Agreement, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this Agreement, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.

If any provision of this Agreement is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

Entire Agreement; Survival of Obligations

This Agreement, and any other agreement or document specifically incorporated herein on the face of this purchase order, sets forth the entire agreement between Seller and Buyer with respect to the subject matter thereof.

There are no promises, representations, warranties or understandings, express or implied, which are not set forth in this Agreement. Any modification or alteration of this Agreement, including pricing, shall be effective only if set forth in a writing duly executed by authorized representatives of each party.

Each party agrees that its respective warranties, indemnities and other obligations shall survive delivery and payment and shall extend for a period of five years from and after the date on which performance of final delivery and payment occurs.

Governing Law; Venue

This Agreement shall be governed exclusively by the laws of the State of Israel and the USA, to the extent applicable, and by the laws of the Commonwealth of Pennsylvania, excluding Pennsylvania conflict of laws provision.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement. Seller irrevocably agrees that any legal action or proceeding seeking the enforcement of interpretation of the Agreement or these terms and conditions may be brought in the courts of Tel Aviv, Israel.

By its acceptance of the Agreement, Seller hereby irrevocably submits itself to the jurisdiction of any such Courts and waives any objection it may now or hereafter have to the placing of venue in any such courts and right to remove any such action or proceeding to another Court.

Conflict Minerals

Seller warrants and represents that Seller is and will remain compliant with all applicable laws and regulations pertaining to conflict minerals including, but not limited to, The Dodd-Frank Act, Regulation (EU) 2017/821 (Conflict Minerals) and Buyer's Conflict Minerals Statement found at [Conflict Minerals Statement \(kennametal.com\)](http://kennametal.com)

Pallet Safety

Buyer requires any shipment to its locations to be safe and shipped on standardized pallets. Pallets shall be compliant with ISO 6780 or equivalent standard. Pallets must not be overloaded, cracked, deformed or otherwise defective. Goods must be safely secured onto pallets or otherwise contained. Buyer requires any load unit intended to be manually unpacked to be not more than 15 kg/33 lb.

Buyer has the right to reject shipments at Seller's cost if pallets or load are in a condition where safe unloading is not reasonably possible. Any deviation from the requirements of this section must be agreed to in writing by Buyer.