

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES  
(INDIRECT)

VERSION 2.0

LAST REVISED ON: December 17, 2020

**1. Scope.**

These General Terms and Conditions (the "**Terms**") for the Purchase of Goods and Services apply to all transactions conducted by Canoo Technologies Inc. (f.k.a. Canoo Inc.) and its affiliates ("**Canoo**"), as the purchaser, from the seller (the "**Seller**") of the goods and services specified in any purchase order(s) entered by the Parties ("**Purchase Order**"), and are expressly incorporated into any Purchase Order. Notwithstanding anything to the contrary herein, if a written contract signed by both Parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent its terms are inconsistent with these Terms. Canoo and Seller shall each hereafter be referred to individually as a "**Party**" or collectively as the "**Parties.**"

**2. Shipment, Delivery and Acceptance (Goods).**

(a) Packing and Shipping. Seller shall pack all goods for shipment according to Canoo's instructions or, if there are no instructions, in a manner sufficient to ensure the Goods are delivered in undamaged condition. Unless otherwise set forth in the Purchase Order, the cost of packing, marking and shipping the Goods shall be borne by Seller.

(b) Place and Manner of Delivery of Goods. Seller shall deliver all Goods in the quantities and on the date(s) specified in the Purchase Order ("**Delivery Date**") to the address specified in the Purchase Order (the "**Delivery Point**") during Canoo's normal business hours, or as otherwise instructed in writing by Canoo. Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and that the timely delivery of the Goods is of critical importance to Canoo. If, for any reason, the Seller finds it will be hard to meet the Delivery Date, it shall promptly provide written notice to Canoo stating such circumstance and the expected duration thereof, and the Parties shall work in good faith to reach a resolution.

(c) Title and Risk of Loss. Title and risk of loss passes to Canoo upon delivery of the Goods at the Delivery Point. Prior to delivery at the Delivery Point, Seller shall bear all risk of loss or damage to the Goods.

(d) Inspection and Acceptance. Canoo has the right to inspect all or a sample of the Goods on or after the Delivery Date to ensure conformity with this Agreement. If, after inspection, Canoo confirms the Goods conform with the requirements of the Purchase Order, it will make oral or written acceptance of the goods. If Canoo discovers that the Goods fail to conform with the Purchase Order it may, in its sole discretion, (a) retain and correct Goods that fail to conform to the requirements of a Purchase Order; or (b) reject all or any portion of the goods.

If Canoo elects to correct the Goods, it will consult with Seller on the method of correction and Seller shall reimburse Canoo for all reasonable expenses resulting from such correction. If Canoo rejects any portion of the Goods, it has the right, effective upon written notice to Seller, to: (i) rescind this Agreement with respect to any portion of Goods rejected and receive prompt reimbursement from Seller for the cost of such rejected Goods; (ii) accept the Goods or any portion thereof at a reasonably reduced price proportionate to the portion of Goods rejected; or (iii) require replacement of the rejected Goods. Any inspection or other action by Canoo under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement or reduce Canoo's remedies. Canoo shall have the right to conduct further inspections after Seller has carried out its remedial actions.

(e) Canoo Property. All supplies, tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessions, and accessories), and all other deliverables, data, inventions (whether or not patentable), industrial designs, technical information, know-how, processes of manufacture and other intellectual property and information, which has been either: (i) provided by Canoo; or (ii) created, developed, conceived or first reduced to practice by or on behalf of Supplier to produce the Goods or Services, and for which Canoo has agreed to reimburse Supplier, shall be and remain the sole and exclusive property of Canoo ("**Canoo Property**") and shall be held by Supplier on a bailment basis until such time as it is transferred to Canoo. Supplier shall bear the risk of loss of and damage beyond reasonable wear and tear to Canoo Property and shall adequately insure Canoo Property for its full replacement value at Supplier's cost, with loss payable to Canoo, at all times while the Canoo Property is in Supplier's possession. At all times while in Supplier's possession, the Canoo Property shall also be properly housed and maintained by Supplier, at its expense, and clearly marked as Canoo Property. The Canoo Property shall not be used by Supplier for the production of Goods or Services to supply to third parties absent Canoo's prior written consent. Any Canoo Property must be kept at the address indicated in an equipment database regularly updated by Supplier and provided to Canoo. If the Canoo Property is to be attached to real estate, Supplier shall provide Canoo with a disclaimer or disclaimers of any interest in the Canoo Property and shall also ensure that the equipment may be removed without damage to the real estate. Supplier shall not use the Canoo Property for any purpose other than Supplier's performance under any Purchase Order with Canoo. Upon Canoo's written request and after payment has been made by Canoo for the Canoo Property, the Canoo Property shall be released to Canoo or delivered by Supplier to Canoo, pursuant to Canoo's written instructions and at Canoo's expense. To the fullest extent permitted by applicable law, Supplier waives all rights to any liens that Supplier may otherwise have on any Canoo Property.

### **3. Performance and Acceptance (Services).**

(a) General. Seller shall provide the Services to Canoo as described in and in accordance with the Purchase Order, including, without limitation, all performance dates, timetables, project milestones and other requirements and in accordance with the terms and conditions set forth in these Terms.

(b) Performance Obligations. At all times while performing the Services, Seller shall:

(i) before the date on which the Services are to start, obtain and, at all times during performance, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(ii) comply with all rules, regulations and policies of Canoo, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Canoo to certain areas of its premises or systems for security reasons, where applicable, and general health and safety practices and procedures;

(iii) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Canoo shall approve, which shall be subject to inspection pursuant to Section 9.

(iv) obtain Canoo's prior written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Canoo (each such approved subcontractor or other third Party, a "**Permitted Subcontractor**"). Canoo's approval of any Permitted Subcontractor shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Canoo and any Permitted Subcontractor;

(v) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Canoo's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Canoo;

(vi) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law, are suitably skilled, experienced and qualified to perform the Services and that necessary supervision is provided to ensure compliance with the terms of the Purchase Order;

(vii) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Canoo;

(viii) keep and maintain any Canoo equipment in its possession in good working order and not dispose of or use such equipment other than in accordance with the Canoo's written instructions or authorization.

(ix) ensure that all Services to be performed at the Canoo facilities shall not interfere with the operations of Canoo or third Parties any more than reasonably necessary for performance of the Services.

(x) ensure that, in performing the Services, the Seller takes particular care regarding substances that are hazardous to the environment. If the Seller releases any hazardous substances in performing the Services, finds any hazardous substances, or suspects the presence of such substances, Seller shall notify Canoo immediately and cooperate with Canoo to promptly remedy the issue.

(c) Acceptance. Upon completion, Seller shall apply for final acceptance of the Services and any associated Deliverables by Canoo. Any such date of acceptance shall be reasonably scheduled as agreed by the Parties. Seller shall bear all material costs incurred in the course of final acceptance. The acceptance of the Services, partial Services or any Deliverables shall only be considered granted upon written confirmation by Canoo.

#### **4. Pricing and Payment Terms.**

(a) The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Canoo.

(b) Seller shall issue an invoice to Canoo on or any time after acceptance by Canoo of the Goods and Services and only in accordance with these Terms. Canoo shall pay all properly invoiced amounts due to Seller within thirty (30) days of EVELOZITY's receipt of such invoice, except for any amounts disputed by Canoo in good faith. Unless a Purchase Order specifically states otherwise, all payments for Goods or Services will be made in U.S. dollars.

#### **5. Warranties.**

(a) General Warranties. Seller represents and warrants to Canoo that, upon execution and for the Term: (i) Seller has the right to enter into the Agreement, to grant the rights herein and to perform fully all of its obligations in the Agreement, including under each Purchase Order; and (ii) Seller entering into this Agreement with Canoo and its performance of any Services and delivery of any Goods hereunder does not and will not conflict with or result in any breach or default under any other agreement to which it is subject.

(b) Warranty on Goods. Seller represents and warrants that for the duration of the Warranty Period (as defined below) any Goods supplied under this Agreement will: (i) be free from material defects in workmanship, material and design; (ii) conform to any applicable specifications, drawings, designs, samples and other requirements specified in the Purchase Order; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances and that good and valid title to all Goods will pass freely to Canoo; and (vi) not infringe or

misappropriate any third Party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Canoo.

(c) Warranty on Services. Seller warrants to Canoo that it shall perform any Services under this Agreement: (i) using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with applicable law and generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and (ii) in conformance in all material respects with the specifications set forth in this Agreement and in accordance with applicable law.

(d) Warranty Remedies. The warranties set forth in this Section 5 are cumulative and in addition to any other warranty provided by law or equity. If Canoo gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Canoo, and, if applicable, (ii) repair or re-perform the applicable Services.

(e) Warranty Period. The duration of the warranties on any Goods or Services supplied hereunder shall extend for the later of twelve (12) months from the Delivery Date (in the case of Goods) or the date of final acceptance by Canoo (in the case of Services) or any other period of time specified in the applicable Purchase Order (the "**Warranty Period.**")

## **6. Confidential Information.**

The terms and conditions of the Mutual Non-Disclosure Agreement ("**NDA**") executed by the Parties are incorporated herein by reference and apply to information disclosed in the course of this Agreement.

## **7. Indemnification and Liability.**

(a) General Indemnification. Seller shall defend, indemnify and hold harmless Canoo and its directors, officers, shareholders, agents and employees (collectively, "**Indemnitees**") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Agreement, or Seller's failure to comply with applicable law. Seller's obligation to indemnify will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Seller shall not enter into any settlement without Canoo's prior written consent.

(b) Intellectual Property Indemnification. Seller shall, at its sole expense, defend, indemnify and hold harmless Canoo and Indemnitees from and against any and all Losses

arising out of or in connection with any claim that Canoo or Indemnitee's use or possession of the Goods, or use of the Services or any deliverables derived therefrom, infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller's obligation to indemnify will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. In no event shall Seller enter into any settlement without Canoo or Indemnitee's prior written consent.

## **8. Limitation of Liability.**

IN NO EVENT SHALL Canoo BE LIABLE TO SELLER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Canoo or its Indemnitee's total maximum aggregate liability arising from this Agreement exceed the total fees and costs which Canoo paid to Seller within the twelve (12) month period preceding the date that any claim is brought.

## **9. Insurance.**

During the Term and for a period of twelve (12) months following its expiration or earlier termination, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to: (a) Worker's Compensation Insurance as required by applicable law including Employer's Liability coverage "B" (or stop gap coverage) in the amount of \$1,000,000; (b) Commercial General Liability Insurance in at least the amount of \$1,000,000 combined single limits per occurrence and \$2,000,000 in the aggregate; (c) Vehicular Liability Insurance in at least the amount of \$1,000,000; and (d) Umbrella coverage in the amount of \$1,000,000. Any shortfall in the above coverages can be made up for by the umbrella policy so long as proof is provided in writing that the umbrella covers that policy. All policies must be undertaken with financially sound and reputable insurers. Upon Canoo's request, Seller shall provide Canoo with a certificate of insurance from Seller's insurers evidencing the insurance coverage specified in these Terms. Except where prohibited by law, Seller shall require its insurers to waive all rights of subrogation against Seller's insurers and Seller. Seller must also require all Permitted Subcontractors to comply with all insurance requirements of these Terms.

## **10. Audit Rights.**

If requested by Canoo, the Seller will permit Canoo to examine all pertinent documents, data and other information relating to the Goods or Services, the Seller's obligations under the Purchase Order, or any payment made to the Seller during the Term and for a period of twelve (12) months thereafter. Canoo further reserves the right to inspect any facility where the Goods are being processed or where the Services are being performed to ensure compliance with the terms of this Purchase Order.

## **11. Term and Termination.**

(a) Term. Unless otherwise set forth in any Purchase Order, the term of the Agreement shall commence upon acceptance by Seller of a Purchase Order and shall continue until terminated in accordance with this Section (the "**Term**").

(b) Termination for Convenience. Unless a Purchase Order specifically states otherwise, prior to the Delivery Date or commencement of Services, Canoo may terminate any Purchase Order, in whole or in part, with immediate effect, by a written notice of termination to Seller. After the Delivery Date or commencement of Services, except as set forth at Section 10(c), Canoo shall have the right to terminate this Agreement, or any purchase order hereunder, in whole or in part, for any reason, upon thirty (30) days' written notice to Seller.

(c) Termination for Performance. In addition to any additional rights or remedies that may be provided under the Agreement, if Seller has not performed or complied with the Agreement, in whole or in part, Canoo may terminate this Agreement or any Purchase Order hereunder, in whole or in part, upon five (5) days' written notice to the Seller, either before or after the acceptance of the Goods or Services. In each case, the Seller is liable for all actual costs incurred by Canoo, including those for attorneys, experts, consultants and other professionals in effectuating any such termination.

(d) Termination Upon Insolvency Event. Canoo may terminate this Agreement or any individual Purchase Order hereunder, in whole or in part, upon written notice to the Seller, if the Seller: (i) becomes insolvent; (ii) files a voluntary petition in bankruptcy; (iii) has an involuntary petition in bankruptcy filed against it; (iv) has a receiver, administrator, custodian or trustee appointed over the Seller or its assets; or (v) executes an assignment for the benefit of its creditors. In each case, the Seller is liable for all actual costs incurred by the Canoo, including those for attorneys, experts, consultants and other professionals in effectuating any such termination.

(e) Seller's Obligations Upon Termination. Upon receipt of any notice of termination, Seller, unless otherwise directed by Canoo, will (i) terminate promptly all work under any Purchase Order subject to termination; (ii) transfer title and deliver to Canoo the finished work, the work in process, and the parts and materials which Seller produced or acquired in accordance with any Purchase Order subject to termination; (iii) verify/settle all claims by Permitted Subcontractors for actual costs that are rendered unrecoverable by such termination and provided the recovery of materials in Seller's possession is ensured; and (iv) take actions reasonably necessary to protect property in Seller's possession in which Canoo has an interest until transfer or disposal instructions from Canoo have been received. If Canoo terminates the Agreement, for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Canoo prior to the termination.

## **12. Miscellaneous**

(a) Waiver. No waiver by Canoo of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Canoo. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or

may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(b) Force Majeure. Neither Party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, without such Party's fault or negligence, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement promptly upon the conclusion of any Force Majeure Event. If a Force Majeure Event prevents Seller from carrying out its obligations under this Agreement for a continuous period of more than twenty (20) days, Canoo may terminate this Agreement immediately by giving written notice to Seller.

(c) Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Canoo. Any purported assignment or delegation in violation of this Section shall be null and void. Notwithstanding the foregoing, no assignment or delegation shall relieve the Seller of any of its obligations hereunder. Canoo may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Canoo's assets.

(d) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(e) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.



(g) Binding Arbitration. Except with respect to any claim for injunctive relief under the NDA, any claim or controversy arising out of or relating to this Agreement shall be settled by binding arbitration before a single, neutral arbitrator in Los Angeles, in accordance with the Commercial Arbitration Rules of JAMS, which can be found at <https://www.jamsadr.com>, and which are incorporated herein by reference. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case; however, Seller and the Company agree that, except as may be prohibited by law, the arbitrator may, in his or her discretion, award reasonable attorney's fees to the prevailing party. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, administrative fees, the fee of the sole arbitrator, and all other fees and costs, shall be borne equally by the Parties.

(h) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

(i) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(j) Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty, Confidential Information, Indemnification and Liability, Insurance, Audit Rights, Governing Law, Binding Arbitration, Notices and Survival.