

## GENERAL TERMS AND CONDITIONS OF CONSTRUCTION PURCHASE ORDER

These General Terms and Conditions of Construction Purchase Order (these "Terms and Conditions"), shall apply to the Purchase Order issued by Rivian, LLC, a Delaware limited liability company (collectively with its Affiliates, "Rivian") to the Party or its Affiliates (collectively, "Contractor") for labor and materials in connection with any construction project (the "Work"). Except as otherwise agreed by the Parties in writing, including but not limited to any Master Services Agreement or Work Orders, Contractor agrees to be bound exclusively by the Terms and Conditions as set forth herein. Rivian and Contractor are each referred to herein as a "Party" and collectively as the "Parties".

1. **Acceptance.** Contractor's commencement of the Work shall be deemed by Contractor to serve as acceptance of the Terms and Conditions. Any term in a proposal which conflict or contradict the Terms and Conditions, is rejected and deemed null and void. Contractor agrees that the Purchase Order, these Terms and Conditions, a Work Order applicable to the Work, and any Master Services Agreement executed by the Parties constitute the entire agreement between Contractor and Rivian. The Purchase Order shall include the contract lump sum ("Contract Sum") and the contract time ("Contract Time") in which the Contractor agrees to perform the Work. The Purchase Order, these Terms and Conditions, any Work Order applicable to the Work, and any Master Services Agreement executed by the Parties take precedence over and supersede any terms or conditions of a proposal except to the extent a proposal contains the scope of the Work.

2. **Invoices.** Contractor shall submit invoices for the Work in the manner directed by Rivian, and no more frequently than monthly. Contractor agrees that Rivian will only be obligated to pay for the Work to the extent delivered to the location set forth in the Purchase Order and accepted by Rivian. Rivian will have no obligation to pay for any Work or materials stored off-site. Subject to applicable Laws, retainage at ten percent (10%) will be held on each progress payment invoice until all the requirements for final payment have been met, unless otherwise approved in writing by Rivian. Invoices shall include (i) for amounts included in such invoice, from Contractor and all subcontractors of any tier, conditional lien waivers, and any other evidence reasonably required by Rivian to establish that all bills from subcontractors to date have been paid and (ii) for amounts previously paid, from Contractor and all subcontractors of any tier, unconditional lien waivers. Such invoices shall not include amounts on account of changes in the Work which have not been authorized by Rivian or amounts which Contractor does not intend to pay to a subcontractor because of dispute or other reason. Lien waivers shall be in the form reasonably required by Rivian, or as required by Law.

3. **Termination for Convenience by Rivian.** Rivian reserves the right to terminate ("Termination") the Purchase Order or any part thereof for its sole convenience. Notification of such Termination must be made in writing and is effective upon sending of Notification via email. Upon receipt of the aforementioned Notification, Contractor will immediately stop the Work and immediately cause any subcontractors or vendors to cease any Work. Contractor agrees that Rivian will only be liable to pay for the Work performed through the date of Termination, and only the Work that has been performed at the location set forth in the Purchase Order. Contractor understands and agrees that it will not be paid for Work performed off-site or Work performed by it, any subcontractor or vendor, after the date on which Notification has been sent.

4. **Termination for Cause by Rivian.** Rivian may terminate for cause ("Termination for Cause") the Purchase Order in the event Contractor becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is subject to an involuntary petition for bankruptcy or is the subject of an action to appoint a receiver or trustee. Rivian may also terminate for cause if Contractor fails to adhere to any of these Terms and Conditions, or any other term or condition of a Purchase Order, including, without limitation, failing to meet the Contract Time set forth in a proposal or Purchase Order, failing to provide Work that is free of defects in materials or workmanship, failing to pay subcontractors or vendors, or failing to provide sufficient skilled labor and proper

materials. In the event of Termination for Cause, Contractor understands and agrees that Rivian will not be liable to pay for Work that does not conform to a proposal, is otherwise defective or rejected by Rivian. Contractor also understands that in the event of Termination for Cause, Rivian may seek to recover all incidental, consequential and any other damages (including attorneys' fees) recognized by law. The Parties agree that Rivian, at any time, may convert Termination for Cause to Termination pursuant to Section 3.

5. **Proprietary Information.** Contractor shall consider all information furnished by Rivian to be confidential and shall not disclose any such information to any other person or use such information itself for any purpose other than performing its obligations under this Purchase Order. Contractor understands that Rivian may provide written consent to disclose information only if Rivian, in its reasonable discretion, elects in writing to do so. The obligations set forth in this Section apply, without limitation, to the Purchase Order, the Proposal, drawings, specifications, other documents and information prepared by Contractor for Rivian in connection with the Purchase Order. Contractor shall not advertise or publish the fact that Rivian has contracted with Contractor to provide the Work. Unless otherwise agreed to in writing by Rivian, commercial, financial or technical information disclosed in any manner or at any time to Contractor by Rivian shall be deemed confidential and Contractor shall have no right to disclose the same. Contractor's obligations under this Section survive termination of the Purchase Order pursuant to Sections 3 and 4.

6. **Work at Existing Facilities.** If the Work involves the demolition of, renovation of, or connection with, existing buildings, structures or facilities, the Contractor shall investigate the existing conditions of such existing buildings, structures or facilities as necessary for the proper design and construction of the Work and as necessary to avoid delays in construction that reasonably could have been discovered prior to construction. Unless the Purchase Order provides otherwise, the Contractor shall confirm all critical dimensions and structural capacity of existing buildings, structures or facilities that affect the design or construction of the Work. If the Work includes modifications to, or connections to, existing buildings, systems, and/or facilities, the Contractor shall investigate the existing conditions of such buildings and facilities as necessary for the design and engineering of the Work and the proper interface with and connection to such existing buildings, systems and facilities. If Rivian furnishes as-built drawings for such existing buildings, systems and/or facilities, such as-built drawings shall be deemed to be Reference Documents provided for reference only, and the Contractor shall not be entitled to rely on the completeness or accuracy of such as-built drawings. If the Work will be performed at or adjacent to existing facilities of Rivian, the Contractor shall be required to take special precautions to avoid disruption of Rivian's ongoing business operations at such facilities. Contractor acknowledges that Rivian, employees, guests and invitees will continue to occupy the existing facilities at or adjacent to the Work. The Contractor shall (i) not interrupt or interfere with access to such facilities and Rivian's normal business at such facilities; (ii) limit construction operations to methods and procedures which will not adversely and unduly affect the normal business operations at Rivian's facilities; (iii) take all appropriate steps to minimize noise, drafts, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions; and (iv) perform all Work activities at hours and in such manner and at such times as to suit Rivian's convenience.

7. **Damage.** All damage or loss to any property caused in whole or in part by Contractor, any subcontractor, any vendor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss attributable solely to the acts or omissions of Rivian.

8. **Warranty.** Contractor expressly warrants that the Work, including, without limitation, all labor and materials furnished under the Purchase Order shall conform to all drawings, specifications, laws, codes (including, without limitation, buildings codes), regulations, ordinances, and applicable standards and will be free from defects in material or workmanship. Contractor warrants that such Work will conform to any statements made on any containers, labels or advertisements and such labor and materials making up the Work will be adequately

contained, packaged, marked, and labeled. Contractor warrants that all shipments of hazardous materials under this Purchase Order shall comply with current United States Department of Transportation regulations as published in 49 C.F.R. § 100-185 and that the labeling shall meet the current United States Occupational Safety and Health Administration regulations as published in 29 C.F.R. § 1910.1200 for the transporting and labeling of hazardous materials. Contractor warrants that all applicable Material Safety Data Sheets shall be supplied simultaneous with each shipment or delivery and that these sheets shall be resubmitted if changes or updates are required. Contractor warrants that the Work and all labor and materials furnished pursuant thereto will be merchantable and fit for the particular purpose for which the labor or materials of that kind are normally used and intended. Contractor warrants that the Work furnished will conform in all respects to any samples. Contractor warrants that the Work does not infringe upon any patents, trade secrets, trademarks, or copyrights. Inspection, testing, acceptance, or use of the Work furnished hereunder shall not affect the Contractor's obligation under the warranty set forth herein and such warranties shall survive inspection, testing, acceptance, and use. Contractor's warranty shall run to Rivian, its successors, assigns, parents and users of products sold by Rivian. Contractor agrees to replace or repair defects of any labor or materials not conforming to the foregoing warranties promptly, without expense to Rivian, when notified of such nonconformity by Rivian, provided Rivian elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming labor or materials promptly, Rivian, after reasonable notice to Contractor, may make such corrections or replace such labor and materials and charge Contractor for the reasonable costs incurred by Rivian in so doing. Contractor agrees that the aforementioned warranties contained in this Section exist for the period of four (4) years from the date of completion of the Work as determined by Rivian in its reasonable discretion.

9. **Price Warranty.** Contractor warrants that the prices for labor and materials comprising the Work as set forth in the Purchase Order are not less favorable than those currently extended to any other customers of Contractor for the same or similar Work. In the event that Contractor reduces its price for labor and materials comprising such Work during the term of the Purchase Order, Contractor agrees to reduce the prices to Rivian accordingly. Contractor warrants that the prices shown on the Purchase Order shall be complete and no additional charges of any type shall be added without Rivian's express consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating taxes and fuel surcharges.

10. **Force Majeure.** Rivian may delay delivery or acceptance of the Work or execution of the Work for causes which are beyond its control and which are commonly referred to as force majeure events ("Events"). These Events include acts of nature without the interference of any human agency (including hurricanes, typhoons, tsunamis, tidal waves, tornados, cyclones, severe storms, winds, lightning, floods, earthquakes, volcanic eruptions, fires or smoke related thereto, explosions, disease, pandemics, or epidemics); fires and explosions caused wholly or in part by human agencies, acts of war, or armed conflict, riots or other civil commotion; terrorism (including hijacking, sabotage, chemical or biological events, nuclear events, disease related events, bombing, murder, assault or kidnapping), or threat thereof; strikes or similar labor disturbances or other industrial disturbances; embargos or blockades; shortages of critical materials, supplies or transportation; action or inaction of governmental authorities (including restriction on financial, transportation or informational distribution systems); revocation or refusal to grant licenses or permits; and any other events beyond the reasonable control of Rivian. In the event that Rivian does not elect to delay the Work, Rivian may terminate the Purchase Order based upon the Events and proceed in accordance with Section 3 above.

11. **Intellectual Property.** Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding that may be brought against Rivian or its subsidiaries, affiliates, parent companies, and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (collectively, "Rivian Indemnitees"), for any alleged patent, trademark or copyright infringement as well as for any alleged unfair

competition resulting from Rivian's possession or use of any of Contractor's labor or materials comprising the Work, including, without limitation, similarity in design, trademark or appearance of the labor or materials furnished hereunder and Contractor further agrees to defend and indemnify Rivian and Rivian Indemnitees against any and all expenses, losses, royalties, profits or damages, including, without limitation, attorneys' fees and costs resulting from any such suit or proceeding including settlement thereof. Rivian and Rivian Indemnitees may be represented by and actively participate through its own counsel in any such lawsuit or proceeding if it so desires and the fees and costs of said representation must be paid Contractor to Rivian or Rivian Indemnitees. Contractor's obligations under this Section shall survive termination of the Purchase Order, pursuant to Section 3 or 4, or completion of the Work.

12. **Independent Contractor.** In the event that Contractor's obligations hereunder require or contemplate performance of services of Contractor's employees or persons under contract to Contractor to be done on Rivian's property or property of Rivian's customers, the Contractor agrees that all such Work shall be done as an independent contractor and that the persons doing such Work shall not be considered employees, agents, or representatives of Rivian. Contractor shall have no authority to assume or create any commitment or obligation on behalf of Rivian or to bind Rivian in any respect whatsoever. Subject to the requirements of these Terms and Conditions, Contractor shall have sole control, supervision, direction, and responsibility over its own employees, subcontractors, and vendors. Neither Contractor nor its employees shall be entitled to any benefits to which employees of Rivian may be entitled.

13. **Subcontractors.** The Contractor shall be as fully responsible to Rivian for the acts and omissions of its subcontractors, vendors, their agents and persons directly or indirectly employed by them, and other persons performing any of the Work as Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. The Contractor shall be responsible to Rivian for the adequacy of the subcontractors' supervision, personnel and equipment, the availability of necessary materials and supplies and all other actions necessary to perform the Work within the Contract Time.

14. **Insurance.** Contractor shall maintain all insurance coverages, in the amounts and for the durations required by Rivian. All insurance shall contain a thirty (30) calendar day cancellation clause and Contractor shall provide Rivian with certificates of insurance upon request. If requested by Rivian, the above-referenced certificates of insurance shall name Rivian as an additional insured and loss payee.

15. **Indemnification.** To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, and hold harmless Rivian and Rivian Indemnitees for, from and against any and all claims, causes of action, arbitrations, liens, liabilities, obligations, losses, suits, actions, other proceedings, demands, fines, penalties, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and costs, whether or not suit is filed), awards, civil or criminal penalties and charges, fines, or judgments, including, without limitation, reasonable attorneys' fees, expert fees and costs (whether or not suit is filed) (collectively, "Actions") caused in whole or part by, relating to or arising out of or incident to: a) any property damage or personal injuries, including, without limitation, emotional or bodily injury or death, b) any Actions including, without limitation, those resulting directly or indirectly from: payment disputes, breach of contract, defaults, liens, any intentional tortious misconduct or negligent act, omission or error of Contractor, or any subcontractor or vendor, or anyone directly or indirectly employed by any of the foregoing, or anyone for whose acts any of them are liable or responsible under applicable Laws, as defined herein, provided that Contractor shall not be liable hereunder to the extent that the Action is caused by the sole negligence of Rivian or Rivian Indemnitees in accordance with applicable Law regarding comparative negligence. Contractor's duty to defend and indemnify Rivian Indemnitees, however, shall exist when the alleged injuries or damages sustained by the claimant are, in part, the result of any Rivian's active or passive negligence. Rivian and Rivian Indemnitees may be represented by and actively participate through its own counsel in any such lawsuit or proceeding if it so desires and the fees and costs of said representation must be paid

Contractor to Rivian or Rivian Indemnitees. Contractor's obligation under this Section shall survive termination of the Purchase Order or completion of the Purchase Order pursuant to Section 3 or 4.

16. **Change Orders.** Rivian shall have the right at any time to make changes to the drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation. If such change causes an increase or decrease in the Contract Sum or Contract Time, Contractor and Rivian will execute a Change Order setting forth any and all changes to the Purchase Order. If the Contractor and Rivian cannot arrive at a mutually agreeable Change Order, Contractor agrees to proceed as directed by Rivian and does not have the right nor the ability to refuse to perform the Work in question.

17. **Identification, Risk of Loss and Title.** Identification of the goods under Section 2-501 of the Uniform Commercial Code, as enacted in the state in which Rivian is located, shall occur at the moment that this Purchase Order is accepted by Contractor. Title to the goods shall pass to Rivian as soon as the goods are identified. Risk of loss, however, shall remain with Contractor until the goods are received and accepted by Rivian at the location set forth in the Purchase Order and in accordance with the provisions of Section 8.

18. **Liens Asserted by Contractor, Subcontractors, or Other Entities.** If at any time any notices of lien are filed for labor performed or product manufactured, furnished, or delivered to or for any Work, Contractor shall within thirty (30) calendar days after the date of receipt of notice of the filing of such notice of lien, discharge or remove or bond such lien and until such discharge or removal or bonding, Rivian shall have the right to retain from any amounts payable hereunder an amount equal to the amount of such liens together with the costs and expenses, including reasonable attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof unless such liens resulted solely from Rivian's wrongful nonpayment of amounts due. If at any time there is any evidence of any claims for which Contractor is or may be liable or responsible hereunder, Contractor shall promptly settle, bond in an amount satisfactory to Rivian, or otherwise dispose of the same, and until such claims are settled, so bonded, or disposed of, Rivian may retain from any moneys which would otherwise be payable hereunder an amount equal to the amount of such liens together with the costs and expenses, including reasonable attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof. Rivian may apply any moneys retained hereunder to reimburse it for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and awards incurred, suffered or sustained by Rivian and chargeable to Contractor under this Section.

19. **Equipment.** Contractor shall provide, at its sole cost and expense, all equipment required by Contractor to complete its performance of the Work. Contractor acknowledges and agrees that Rivian shall not be held liable for any loss or damage to any equipment or other property belonging to or rented by Contractor, its agents, servants, employees, subcontractors, and vendors, which is used or is to be used in connection with this Purchase Order except to the extent attributable to the gross negligence or willful misconduct of Rivian, its agents, servants and/or employees.

20. **Compliance with Laws.** Contractor shall, in the performance of the Work, fully comply with all applicable federal, state or local laws, rules, regulations, codes (without limitation, e.g. building codes) or ordinances, including, without limitation, wage and hour, overtime, discrimination laws, and/or local employment ordinances ("Laws"), and shall hold Rivian harmless from any liability resulting from Contractor's failure to do so. Contractor shall, at its sole expense, procure and maintain all permits or licenses that may be required at any time in connection with the performance of the Work hereunder or as may be required for the procurement, storage or use of related equipment, materials or supplies, unless otherwise agreed to in writing by both Parties in an amendment to this Purchase Order. Contractor shall also strictly adhere to, and shall ensure that Contractor's subcontractors and vendors likewise adhere to, all safety requirements of Rivian. Contractor shall be responsible for obtaining any necessary building permits related to the Work.

21. **Governing Law, Attorneys' Fees and Forum.** This Purchase Order and all transactions hereunder shall be venued in and governed by and construed in accordance with the laws of the State of Delaware. In the event Rivian brings an action with respect to this Purchase Order, Rivian shall be entitled to recover reasonable attorneys' fees and costs from the Contractor so long as said fees and costs are incurred in connection with said litigation. In the event that Contractor brings an Action against Rivian, Contractor agrees to do so exclusively in the courts of the State of Michigan. In the event that Contractor brings an Action and does not prevail in its entirety, Contractor shall be responsible for any fees and costs of Rivian in connection with the Action.
22. **Waiver of Jury Trial.** Both Parties agree irrevocably waive their respective right to trial by jury in any action or proceeding arising out of this Purchase Order or the transactions relating thereto.
23. **Non-Assignment.** No part of the Purchase Order may be assigned by Contractor without the express written consent of Rivian. Notwithstanding the foregoing, Contractor shall provide copies of all subcontract agreements and/or purchase orders with vendors to Rivian upon request.
24. **Setoff.** All claims for money due, or to become due, by Contractor from Rivian shall be subject to a deduction or setoff by Rivian for any amounts due to Contractor in this or any other transaction with Contractor.
25. **Taxes.** All applicable federal, state or local sales/use tax, transportation tax, duties or other excise tax that may be imposed upon any goods that are part of the Work or services that are part of the Work shall be paid by Contractor and shall be solely the Contractor's responsibility.
26. **Waiver.** Rivian's failure to insist upon any of these Terms and Conditions during the performance of the Work shall not constitute a waiver of any of these Terms and Conditions. Contractor must, as part of each request for payment, obtain a waiver of any lien rights from any subcontractors, vendors or any other entities. Further, as part of any request for payment, Contractor agrees to provide a waiver of its rights to file a lien. To the extent Contractor fails to do so, it agrees that Rivian will not be obligated to pay Contractor until satisfactory proof has been provided. Further, to the extent a lien is asserted, Contractor agrees to obtain a release or otherwise obtain a bond to discharge any lien and to pay Rivian for any and all expenses associated with any lien.
27. **Time is of the Essence.** Contractor understands that time is of the essence for this Purchase Order and delivery of labor or materials constituting the Work must be completed by the Contract Time.
28. **Limitation of Liability and Statute of Limitations.** In no event shall Rivian be liable for any lost or anticipated profits or incidental or consequential damages incurred by Contractor. Rivian's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or the performance thereof or any alleged breach thereof shall in no case exceed the reasonable value of the labor or materials giving rise to the claim and in no event will they exceed the amount of the Purchase Order. Rivian shall not be liable for any penalties or any punitive damages. Any lawsuit resulting from any alleged breach by Rivian must be commenced within one (1) year of the date of the alleged breach of the Purchase Order.
29. **Labor Harmony.** With respect to the Work to be performed at Rivian's location, Contractor agrees to engage the services of only such employees, contractors, subcontractors and vendors as will work in harmony with and without causing a labor dispute with Rivian's employees, contractors, subcontractors and vendors, to avoid any disruption to Rivian's business, operations or any construction occurring on Rivian's premises; and Contractor shall use only those employees, contractors, subcontractors or vendors that have been duly licensed by the authority having jurisdiction over the appropriate profession or trade.

30. **Entire Agreement.** The Purchase Order, these Terms and Conditions, any Work Order applicable to the Work, any Master Services Agreement executed by the Parties, and any documents attached hereto constitute the entire agreement between the Parties and shall supersede all prior oral or written representations or agreements between the Parties with respect to said subject matter. The Purchase Order may not be modified orally and can only be modified by a written instrument signed by both Parties. Contractor and Rivian agree that no other terms and conditions shall govern the Purchase Order, whether provided by either Party before or after Contractor's acceptance of the Purchase Order or these Terms and Conditions unless such other terms and conditions are expressly accepted by both Parties in writing as an amendment to the Purchase Order.