

GENERAL TERMS AND CONDITIONS FOR GOODS OR SERVICES

1. Contract Formation.

1.1. Issuance & Acceptance of Purchase Orders. Nikola Corporation, a Delaware corporation with offices at 4141 E. Broadway Rd., Phoenix, AZ 85040 and including any person, entity, or organization authorized by Nikola to act on Nikola's behalf for purposes of the Contract (as defined herein), (together, "Nikola") may, subject to the provisions herein, issue to Vendor an offer to purchase, in the English language ("PO"): production goods over the coming twelve (12) months or until the Expiration Date (as defined herein), whichever is shorter ("Production PO"); or development goods or development services ("Development PO"). Vendor shall be deemed to have conclusively accepted each PO as issued if Vendor either: (A) fails to object to such PO in writing within three (3) business days and begins performance thereof; or (B) expressly accepts the PO via written notice to Nikola. Upon acceptance, the PO together with these General Terms and Conditions for Goods or Services ("General Terms") and any other documents specifically incorporated in the PO or separately agreed to in writing ("Other Documents"), such as specifications, drawings, customer requirements, or quality requirements, will become a binding contract between Nikola and Vendor (collectively, the "Contract"). In the event of a conflict between the General Terms and Other Documents, unless specified otherwise, these General Terms shall control. Any standard terms included with a PO are expressly rejected and void. "Goods" means both production and/or development goods provided by Vendor. "Services" means any services provided by Vendor.

1.2. PO Effect & Liability.

(A) Any quantities set forth in a Production PO are estimates and, except as otherwise provided herein, Nikola shall not be obligated to purchase such quantities. As such, Nikola may cancel or reschedule any Release (as defined herein), including any portion thereof without any liability therefor, via written notice to Vendor; provided, however, that Nikola shall be liable for Goods that would have been delivered during the initial four (4) week period associated with the Release.

(B) Except as otherwise provided herein, Nikola may cancel or reduce any portion of a Development PO. Upon notice of cancellation or reduction by Nikola, Vendor shall stop all work and incur no further costs that are associated with the canceled or reduced portion of the Development PO. Nikola is not liable for any costs in connection with a cancelled or reduced Development PO, except for the: (i) portion of the Goods delivered and/or Services performed prior to the notice of the cancellation provided that such Goods and/or Services comply with the duties and obligations of the Contract; (ii) raw materials and components (if any) that were acquired by Vendor in order to comply with the duties and obligations set forth in the Contract and associated Development PO, which were ordered no earlier than necessary in order to meet the delivery dates specified in the Development PO, and which could not be returned for a refund or credit or used for or sold to any of Vendor's other customers.

1.3. Releases. Nikola may issue, except as otherwise provided herein, binding Releases against each Production PO that set forth quantities and delivery dates for the Goods and/or Services referenced in the associated Production PO. Vendor shall accept each Release if such release conforms to the Contract. Vendor shall be deemed to have conclusively accepted each Release as issued if: (A) Vendor fails to object to such Release in writing within five (5) business days and begins performance thereof; or (B) expressly accepts the PO via written notice to Nikola. If Vendor cannot timely perform in accordance with terms set forth in the Release, Vendor shall promptly propose a revised date to Nikola so long as such date complies with Vendor's duties and obligations pursuant to the Release and Contract.

1.4. Changes to Goods or Services.

(A) Vendor shall not make any change to the Goods or Services, its manufacturing process, or its suppliers except as requested or instructed by Nikola Corporation – March 2023

Nikola in writing; provided, however, that if Vendor learns of a possible change that may reduce costs, improve quality or otherwise benefit Nikola, Vendor shall inform Nikola of the possible change. Nikola's prior written consent is required for any change to the cost or timing of Goods.

(B) Nikola reserves the right to change the Goods or Services, including the design, specifications, materials, packaging, testing requirements, shipping date, or time or place of delivery. If Nikola requests or approves a change to Goods or Services, Vendor shall notify Nikola in writing within five (5) business days of such request or approval and prior to making the change, if such change will affect cost or timing and it shall provide the basis for such determination. Nikola and Vendor shall then negotiate in good faith an equitable price adjustment or other appropriate adjustment.

2. Goods & Services.

2.1. Production and Service Supply. During the period (the "Production Period") in which Nikola incorporates the Goods supplied by Vendor into Nikola products (the "Products") and for fifteen (15) years thereafter (the "Service Period"), Vendor shall supply the Goods, whether systems, modules, assemblies, the individual components thereof, or otherwise, to Nikola or any designee, in either case, at any location. Unless otherwise agreed in writing by Nikola, the price(s) for the Goods during the initial three (3) years of the Service Period will be the price(s) that were in effect at the end of the Production Period and the Parties shall negotiate in good faith the price(s) of Goods for the remaining twelve (12) years of the Service Period; provided, however, that any price change(s) for the Goods must be limited to the actual changes in the costs of materials, manufacturing, and shipping, but in no case will any the price(s) of such Goods exceed one hundred and twenty (120%) percent of the price(s) during the final twelve (12) months of the Production Period. During the final twelve (12) months of the Service Period, Nikola and Vendor shall negotiate in good faith regarding continued supply of Goods by Vendor. At Nikola's request, Vendor shall make service literature and other materials available at no additional charge to support Nikola's Goods sales activities. Vendor's obligations under this Section survive termination or expiration of the Contract for any reason.

2.2. Component Supply. During the Production Period and the Service Period, if Nikola desires to purchase components or parts of the Goods, Vendor shall supply such components or parts at an equitable price that reflects the cost of the component or part less assembly costs, plus a markup commensurate with that on the related Good and any actual cost differential for packaging and assembly or manufacturing.

2.3. Supply Shortage(s). TIME IS OF THE ESSENCE. Vendor shall immediately notify Nikola and provide an explanation if its ability to meet its obligations hereunder is, or likely will be, compromised and Vendor shall use best efforts to mitigate any associated delay. Further, Vendor shall first fulfill its Release obligations to Nikola before fulfilling orders for the same or similar Goods for any of Vendor's other customers.

2.4. Production PO Reserve Stock. Vendor shall, at its own expense, continuously maintain a reserve of Goods sufficient to satisfy Vendor's Production PO obligations for a period of two (2) weeks.

2.5. Standards. Vendor shall comply with all quality control, other standards and inspection systems, and policies as may be established or directed by Nikola for the Goods from time to time. These include, without limitation, quality control policies, ISO/TS quality systems, ISO 45001 occupational health and safety certification including registration and ISO 14001 environmental certification including registration, ISO/SAE 21434 road vehicles – cybersecurity engineering, Nikola Supplier Quality Manual, the Nikola Global Restricted Materials Management Standard, and reporting and declaration in the Compliance Data Exchange (CDX). Vendor shall also participate in Nikola's supplier quality and development programs and adhere to the guidelines promulgated from time to time by Nikola. For Goods incorporated into motor vehicles, Vendor agrees to meet the full requirements of the automotive industry's Production Part Approval

Processes (“PPAP”) and agrees to meet the PPAP level as mutually determined by Nikola and Vendor for such Goods. PPAP Requirements apply to first shipments of new parts or all shipments of interim parts. If Vendor has obtained PPAP approval from Nikola, no further PPAP submissions are necessary unless there is a: design change (Nikola- or Vendor-driven); production facility or Tooling (as defined herein) move; or change of tier 2 or 3 supplier, design, or manufacturing facility.

2.6. **Packing & Shipment.** Vendor shall pack and ship Goods in accordance with Nikola’s instructions, including the method of transportation, labeling, packing slips, hazardous materials instructions, and other documents. Absent packing or shipping instructions from Nikola, Vendor shall pack and ship Goods in accordance with sound commercial practices.

In addition, Vendor shall use best efforts to exclusively employ Nikola vehicles for any over-the-road transport of Goods to Nikola, but to the extent not possible, Vendor shall use best efforts to exclusively employ zero emissions vehicles for such transport.

2.7. **Performance of Services.** TIME IS OF THE ESSENCE. Vendor shall perform the Services in accordance with the timing set forth in the Contract; any failure to do so will be deemed a material breach of the Contract.

3. **Payment.**

3.1. **Price.** The price set forth in a PO: (A) is a firm fixed price and not subject to increase for any reason, including increased raw material costs, increased labor or other manufacturing costs, increased development costs, or changes in volumes or program length from those estimated or expected; (B) includes all applicable federal, state, provincial, and local taxes including sales, value added, or similar turnover taxes or charges (each a, “Tax” and collectively, “Taxes”) because Goods purchased from Vendor are for resale, unless otherwise specified; and (C) includes all storage, handling, packaging and all other expenses and charges of Vendor.

3.2. **Most Favored Nation.** Vendor represents and warrants that all prices, benefits, warranties and other terms and conditions in the Contract are and, during the term of the Contract, will continue to be no less favorable to Nikola than those currently being offered or that will soon be offered by Vendor to any of its customers.

3.3. **Invoices.** Except as otherwise provided, Vendor shall issue invoices in a form acceptable to Nikola only on or after delivery of the Goods to, or performance of the Services for, Nikola. If the mailing of a check, release of a wire transfer, or other issuance of a negotiable instrument (each a “Remittance”) occurs before 12:00 AM Mountain Standard Time, payment will be deemed to have been made on such day; however, if such Remittance occurs on a day that is not a business day, payment will be deemed to occur on the following business day. All payments will be made in United States Dollars.

3.4. **Payment Terms.** Except as otherwise provided, Nikola shall pay invoices for Goods and/or Service that are both accurate and not otherwise subject to dispute, within sixty (60) days from the delivery of the Goods and/or the completion of the performance of Services. Further, any Remittance shall not be construed as acceptance of the Goods and/or Services.

3.5. **Rejection.** If Nikola rejects any Goods and/or Services for non-conformance or as defective, such rejection shall not affect the quantities set forth in the associated PO and, as determined by Nikola in its sole and absolute discretion, Vendor shall at Vendor’s sole expense, either: (A) replace the rejected Goods and/or Services with conforming Goods and/or Services; or (B) credit Nikola for the full invoice price of the rejected Goods and/or Services and any associated transportation costs paid for or that are otherwise obligations of Nikola.

3.6. **Set Off.** If Nikola determines that Vendor is liable to Nikola, Nikola shall be entitled to recoup or otherwise set off any sums owed to Vendor against any such liability.

3.7. **Delivery and Risk of Loss.** Unless mutually agreed upon in writing or as set forth in the PO, the delivery terms will be “FCA” from the Vendor’s factory or distribution center to the location set forth in the PO. Any delivery term shall be interpreted per Incoterms 2020.

4. **Warranty.**

4.1. **Goods Warranty.** In addition to any other express and implied warranties provided by law or otherwise, Vendor warrants to Nikola and its respective successors and assigns that the Goods will:

- (A) Be new and conform to the Contract in all respects;
- (B) Conform to all specifications, drawings, PPAP submissions, samples and other descriptions furnished by Nikola or otherwise part of the Contract;
- (C) Be merchantable, free from all defects in design (to the extent designed by Vendor), workmanship and materials and be of highest quality and workmanship;
- (D) Be selected, designed (to the extent designed by Vendor), manufactured and assembled by Vendor based upon Nikola’s stated use and be fit and sufficient for the purposes intended by Nikola; and
- (E) Conform to all applicable laws (as defined in Section 16.5) in countries where the Goods (or goods into which the Goods are incorporated) are to be sold, including but not limited to, in the case of Goods used in connection with the manufacture of motor vehicles, the National Traffic and Motor Vehicle Safety Act, United States motor vehicle safety standards and European Union Directive 2000/53/EC.

4.2. **Goods Warranty.** Except as set forth herein, the warranty period of the Goods incorporated into Products shall be the greater of either: (A) the period of time set forth in any applicable law; (B) in the case of new battery-electric Class-8 motor vehicles, the earlier of: (i) eighty four (84) months or seven hundred thousand (700,000) miles for the structural frame; (ii) forty eight (48) months or four hundred and fifty thousand (450,000) miles for the e-axle; (iii) forty eight (48) months or four hundred and fifty thousand (450,000) miles for the inverters; (iv) sixty (60) months or three hundred thousand (300,000) miles for the batteries; (v) twenty four (24) months or twenty four thousand miles (24,000) for tires; (vi) twenty four (24) months or two hundred thousand (200,000) miles for all other components and/or systems; or (C) in the case of new hydrogen fuel-cell Class-8 motor vehicles, the earlier of: (i) eighty four (84) months or seven hundred thousand (700,000) miles for the structural frame; (ii) forty eight (48) months or four hundred and fifty thousand (450,000) miles for the e-axle; (iii) forty eight (48) months or four hundred and fifty thousand (450,000) miles for the inverters; (iv) sixty (60) months or three hundred thousand (300,000) miles for the batteries; (v) eighty four (84) months or one million miles (1,000,000) miles for the hydrogen fuel cell power module; (vi) twenty four (24) months or twenty four thousand miles (24,000) for tires; (vii) twenty four (24) months or two hundred thousand (200,000) miles for all other components and/or systems: (both (B) and (C), the “Nikola Warranty”). The Nikola Warranty shall run from the earlier of six (6) months after the Goods are incorporated into Products or when Products are placed in service by the end-user. The warranty period for replacement Goods associated with Vendor’s warranty and service obligations shall be the greater of either: twelve (12) months from the date on which the replacement Good is installed and placed in service or any remaining Nikola Warranty.

4.3. **Services Warranty.** For all Services, Vendor warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed upon by Nikola and otherwise consistent with industry standards.

4.4. Future Performance of Goods. Any warranty made by Vendor extends to future performance of the Goods during the Nikola Warranty period and is not waived, discharged, or modified by delivery, inspection, tests, acceptance and payment. Nikola's approval of any design, drawing, material, process or specifications does not relieve Vendor of these warranty obligations. Further, Vendor waives any right to notice of breach.

4.5. No Disclaimer; Survival. The warranties set forth herein do not waive and are not exclusive of any warranties express or implied in law or equity, or otherwise made by the Vendor, and shall survive acceptance and payment by Nikola and the termination or expiration of the Contract.

4.6. No Liens. Vendor shall indemnify and defend Nikola against claims or liens adverse to Nikola's ownership of the Property (as defined herein) except those that result from the acts or omissions of Nikola.

4.7. Losses. Vendor is liable for all direct damages, losses, costs, and expenses incurred by Nikola resulting from the failure of Vendor to: (A) deliver conforming and non-defective Goods that meet the specifications during the warranty period or non-conforming Services; or (B) comply with the shipping and delivery or other requirements of Nikola; both (A) and (B), even if the Vendor has cured the failure. Any such liability includes but is not limited to compensating Nikola for: (Z) any amounts charged by any customer or dealer to Nikola; (Y) all costs of containment, sorting, repair, replacement, cure, cover, or any other costs incurred by Nikola, in such manner and in such amount as reasonably determined by Nikola; and (X) all costs of any recall campaign, corrective service action, or other voluntary or involuntary action in which Nikola participates in connection with incorporation of Goods in Products produced by Nikola.

4.8. Duty to Cure. Promptly upon learning of defective or non-conforming Goods or Services, Vendor shall develop, document and implement corrective actions in accordance with all applicable quality control policies and standards of Nikola. Vendor shall immediately notify Nikola in writing if it becomes aware of any ingredient, component, design or defect in the Goods or Services that is or may become harmful to persons or property.

4.9. Intellectual Property. Vendor warrants that the Goods and/or Services in addition to the sale and/or use thereof (before or after incorporation into Nikola's Products during manufacture) do not and will not infringe any Intellectual Property Rights. "Intellectual Property Rights" means any right arising under U.S. or foreign law relating to patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secrets.

5. Indemnification.

5.1. Obligations. Vendor agrees to indemnify, defend and hold harmless, reimburse and compensate Nikola, Nikola's Affiliates, customers and users of Nikola's Products and all of their respective agents, successors and assigns, and each of their shareholders, directors, officers, employers and agents, on demand, (collectively "Indemnitees") from and against any and all costs, fees, penalties, expenses, damages (consequential and otherwise), attorneys' fees and all other liabilities and obligations whatsoever ("Losses"), arising out of any third party claim against Nikola or any other demand, requirement, or source of exposure to liability or potential liability, which, in whole or in part, arises from or relates to any actual or alleged:

(A) Defect or non-conformity in the Goods or Services;

(B) Noncompliance by Vendor with any of its representations, warranties or obligations under the Contract;

(C) Negligence or fault of the Vendor in connection with the design or manufacture of the Goods or performance of the Services;

(D) Recall campaign, corrective service action, or other action in which Nikola participates with respect to the Goods or Products into which the Goods are incorporated;

(E) Any spill, discharge or emission of hazardous wastes or substances which relates, in whole or in part, to the Goods;

(F) Infringement (including claims of direct or contributory infringement or inducement to infringe) of any Intellectual Property Right relating to Goods provided or Services performed by Vendor;

(G) Damages to the property of or personal injuries to Nikola, Nikola's customers, their respective agents, or any other person or entity to the extent arising from or in connection with Vendor's work on Nikola's controlled premises or Vendor's use of Nikola's property; or

(H) Challenge to Nikola's sole right, title and interest in the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies (the "Tooling"), or right to possession of the Tooling, brought by any third party, including toolmakers, subcontractors, and lending institutions.

"Affiliate" means a person or persons that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with a party to this Contract. The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

5.2. Nikola Participation. If Vendor is obligated to indemnify Nikola under this section, then Nikola may at its option participate in the defense of any claim with its own counsel, at Vendor's expense.

5.3. Obligation Scope. Vendor's obligations under this Section even apply to Losses partially caused by an Indemnitee's negligence. Vendor's obligation to defend and indemnify under this Section apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. The indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of Vendor under workers' compensation acts, occupational disease acts, disability benefits acts or other employee benefits acts.

6. Intellectual Property.

6.1. Background IP. Each party shall retain title and all rights and interests to any intellectual property rights owned, controlled, acquired, or developed by or for a party prior to the effective date of this Contract, or which are acquired or developed for a party separately and independently from the Contract ("Background IP"). Nikola hereby grants to Vendor a non-exclusive, non-transferable, perpetual, worldwide, royalty-free license to use Nikola's specifications, designs, drawings and other information only as necessary for Vendor to carry out its obligations under this Contract and for no other purpose. Vendor hereby grants to Nikola a non-exclusive, non-transferable, perpetual, worldwide, royalty-free license to use Vendor's Background IP exclusively related to the Products under this Contract. Neither license shall include a license to either party's Background IP for any purpose outside the scope of this Contract.

6.2. Ownership of New IP. If Vendor, or any person employed by or working under the direction of Vendor, renders Services during the term of the Contract and conceives or first reduces to practice: (A) any invention or any experimental, development or research activities, including engineering related thereto, whether or not patentable; (B) any reduction to practice of any subject matter, application or discovery which could be patented or copyrighted; or (C) any improvement in the design of the Goods or any alternative or improved method of accomplishing the objectives of this Contract (collectively, "Foreground Intellectual Property"), such Foreground Intellectual Property will be owned solely by Nikola and be deemed Nikola's confidential and proprietary property and Vendor shall not disclose or

otherwise use such Foreground Intellectual Property for itself or the benefit of any third party. Vendor: (Z) shall promptly disclose and assign all Foreground Intellectual Property; (Y) hereby assigns all Foreground Intellectual Property; and (x) shall cooperate (and cause its employees to cooperate) in executing any documents and take any other actions necessary or convenient to obtain, perfect, or otherwise protect Intellectual Property Rights for all Foreground Intellectual Property; each of the foregoing, to or for the sole and exclusive benefit of Nikola. Further, Vendor shall ensure that the terms of its agreements with its subcontractors and employees are consistent with the terms of this Section.

6.3. License. If Services are rendered to substantially modify, customize, or otherwise engineer the Goods for the benefit of Nikola or such Services are rendered with reference to Nikola's Confidential Information, Vendor hereby grants to Nikola and Nikola hereby accepts a perpetual, irrevocable, royalty-free, fully paid up, sublicensable, worldwide, non-exclusive license with no duty to account, including the right to sublicense to others in connection with providing Goods and/or Services to Nikola, under: (A) any Intellectual Property Rights owned or controlled by Vendor or its Affiliates, and relating to the Goods and/or Services, to make, have made, repair, reconstruct, rebuild, relocate, use, sell and import the Goods, and (B) any works of authorship fixed in any tangible medium of expression (including drawings, prints, manuals and specifications) furnished by Vendor in the course of Vendor's activity under this Contract, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions of the Contract (all items in clauses (A) and (B) above, collectively, "Vendor's Intellectual Property", and such license in respect thereof, the "License"). The License is intended to be subject to 11 USC Section 365(n), as an executory agreement under which Nikola has license rights to Vendor's Intellectual Property, and is supplementary to any other rights of Nikola under this Contract and any other agreement with Vendor.

6.4. Confidential Information. Except as set forth herein and as is necessary to accomplish the purpose of the Contract, the recipient of any Confidential information (as defined herein) shall hold such Confidential Information in the strictest confidence and shall not disclose it without the prior express written consent of the disclosing party. "Confidential Information" shall include the existence of the Contract, all non-public information, including trade secrets, specifications, formulae, compositions, processes, designs, drawings, samples, instructions, models, notes, techniques, diagrams, which are clearly marked with "proprietary," "confidential" or similar legend or if it would be apparent to a reasonable person that such information is of a confidential or proprietary nature. Any Confidential Information disclosed pursuant hereto shall remain the sole property of the disclosing party. Notwithstanding the foregoing, Confidential Information shall not include information that is: (A) at any time in the public domain other than by a breach of the Contract by the receiving party; (B) at any time rightfully received from a third party that has the right and transmits it to receiving party without any obligation of confidentiality; (C) rightfully known to the receiving party prior to receipt of the same from the disclosing party; (D) independently developed by personnel of the receiving party without any reference or access to the Confidential Information; or (E) generally made available to third parties by disclosing party without restriction concerning use or disclosure. Notwithstanding anything herein to the contrary, any deliverables, results, or work product created pursuant hereto will be deemed Nikola's Confidential Information and may only be exploited or used by Vendor for the exclusive benefit of Nikola.

7. **Property.**

7.1. Nikola Property.

(A) If provided or paid for by Nikola or if set forth in the Contract, Nikola will own the Tooling, materials, and other equipment and property used by Vendor to manufacture, store, and transport Goods or perform Services ("Property"). Vendor shall assign to Nikola any contract rights or claims in which Vendor has an interest with respect to the Property and execute bills of sale, financing statements, or other documents

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reasonably requested by Nikola to evidence and/or perfect its ownership of the Property. Vendor shall hold the Property on a bailment basis and shall be responsible for loss or damage to the Property while in its possession or control. To the extent permitted by law, Vendor waives any lien or similar right it may have with respect to the Property.

(B) Vendor shall: (i) at its expense maintain the Property in good condition and repair, normal wear and tear excepted, throughout the useful life of the Property; (ii) use the Property only for the manufacture, storage, and transport of Goods or performance of Services for Nikola unless Nikola otherwise approves in writing; (iii) at Nikola's request and expense, mark the Property as belonging to Nikola; and (iv) not remove the Property (other than shipping containers and the like) from Vendor's premises without Nikola's written approval. All replacement parts, additions, improvements, and accessories to the Property will be owned by Nikola.

(C) Nikola will pay for the Property that it is required to purchase at the amount specified in the Contract or, if no amount is specified in the Contract, at (i) Vendor's actual cost of the Property, if manufactured by a third party; or (ii) Vendor's actual cost of purchased materials, components, and services plus Vendor's actual cost of labor and overhead allocable to the Property, if manufactured by Vendor. Unless otherwise stated in the Contract, final payment for the Property will be due within sixty (60) days of Nikola's PPAP approval date.

(D) Vendor shall immediately release to Nikola upon request, and Nikola may retake immediate possession of, the Property and other property of Nikola at any time, with or without cause and without payment of any kind unless otherwise provided in the Contract. Vendor shall release the requested Property and other property to Nikola FCA named location (à la Incoterms 2020), properly packed and marked in accordance with the requirements of Nikola's carrier. If the release or recovery of the Property or other property renders Vendor unable to produce Goods or perform Services, the release or recovery will be deemed a termination of the Contract with respect to those Goods or Services pursuant to Section 8.

7.2. Vendor Property. Vendor shall own all assets that are not Property ("Vendor's Assets"). Vendor shall at its expense furnish, maintain in good condition, and replace when necessary, Vendor's Assets needed to perform the Contract. While a Contract for Goods and/or Services remains in effect, Nikola may purchase Vendor's Assets used exclusively to produce those Goods and/or perform Services and not needed by Vendor to produce Goods and/or perform Services for other customers for a purchase price equal to the greater of fair market value or Vendor's unamortized acquisition cost. Vendor shall release Vendor's Assets in accordance with Section 7.1(D).

8. **Duration; Expiration; Termination.**

8.1. Duration. The Contract will be effective on the date specified in the PO, or if no date is specified, when issued by Nikola. Unless terminated earlier in accordance with the terms of the Contract:

(A) The Contract expires on June 30th (the "Expiration Date") of the next calendar year (the "Initial Term"); and

(B) The Contract will automatically renew on July 1 for an additional twelve (12) months and end on the Expiration Date of the following year, unless a notice of Non-Renewal Notice (as defined herein) is provided pursuant to this Section 8 (the "Renewal Term").

8.2. Expiration; Non-Renewal. Either party may provide written notice of non-renewal by May 1st (a "Non-Renewal Notice") of the year in which the Initial Term or Renewal Term (as applicable) is scheduled to expire. Vendor shall use best efforts to provide as much notice as possible to Nikola prior to the submission of its Non-Renewal Notice.

If Vendor provides a Non-Renewal Notice to Nikola, Vendor shall: (A) work diligently with Nikola to identify an alternative source of supply or provider of Services that is acceptable to Nikola; and (B) identify Vendor's suppliers of

components, parts, and raw materials that are associated with the Goods or providers of Services.

Notwithstanding the foregoing, Nikola may unilaterally extend the term of a PO for a period of up to four (4) months beyond the Expiration Date (the "Extended Term") by providing Vendor with notice no later than one (1) month before the Expiration Date; such notice shall set forth the duration of the Extended Term and the projected volume of Goods needed by Nikola during the Extended Term. All pricing and non-conflicting terms and conditions shall remain in effect.

8.3. Nikola's Obligations Following Expiration. If the Contract expires, Nikola will pay Vendor, in complete and final satisfaction of any liabilities relating to the Contract, only the purchase price for all conforming Goods or Services received by Nikola prior to expiration and, if applicable, any amounts owed for Transition Support (as defined herein) pursuant to Section 8.7.

8.4. Termination by Nikola for Cause. Nikola may also terminate for cause, effective upon delivery of a termination notice or upon such other date specified by Nikola in writing. Cause includes Vendor's:

- (A) Breach of any warranty or other term of the Contract;
- (B) Repudiation, breach or threatened breach any of the terms of the Contract;
- (C) Failure to deliver, or threat not to deliver, Goods in connection with the Contract;
- (D) Failure to perform, or threat not to perform, the Services in connection with the Contract;
- (E) Failure to make progress or to meet reasonable quality requirements so as to endanger timely and proper performance of the Contract;
- (F) Assignment for the benefit of creditors, or voluntary or involuntary bankruptcy or insolvency proceedings;
- (G) Requests accommodations from Nikola, financial or otherwise, in order to meet its obligations under the Contract; or
- (H) Financial or other condition or progress associated with this Contract, if such may endanger timely performance, as determined by Nikola in its sole and absolute discretion.

In the event of termination by Nikola for cause, Nikola's damages will include the reasonable costs actually incurred to replace the Vendor with an alternate supplier or provider, and Nikola may purchase completed Goods at the Contract price and work-in-process and raw materials at Vendor's actual cost.

Vendor shall release or deliver the Property or other property of Nikola in accordance with Section 7.1. Nikola may at Vendor's cost obtain an immediate court order for possession without notice and without posting a bond. To the extent permitted by law, Vendor waives any right to object to Nikola's repossession of the Property and the other property in a bankruptcy or other proceeding.

8.5. Limitations on Nikola's Obligations Following Termination or Expiration.

(A) Within one (1) month after the date of termination, Vendor must provide Nikola with a complete list of Nikola's obligations hereunder which list Nikola may verify via audit of Vendor's records, either before or after payment.

(B) Nikola is not obligated to make any payment for Goods, works in process, parts or raw materials or not-yet-performed Services: (i) in excess of those authorized or required under any Release, (ii) that are damaged or destroyed or that are not merchantable or useable; (iii) that are in Vendor's standard stock or that are readily marketable; or (iv) that can be returned by Vendor for credit.

(C) Nikola is not liable, directly or on account of claims by Vendor's subcontractors, for consequential damages, loss of anticipated profit, failure to realize anticipated production volumes, revenues or savings, unabsorbed overhead, interest on claims, product development and engineering costs, Tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, or general administrative burden charges from termination or expiration of the Contract.

(D) Notwithstanding anything to the contrary herein, Vendor, at its expense, shall mitigate any adverse effects upon Nikola or costs payable by Nikola due to any termination or expiration.

8.6. Termination by Vendor for Cause. Vendor may only terminate the Contract for: non-payment of the purchase price for Goods or Services rendered, which are sixty (60) or more days past due and material in amount, and then only if:

- (A) Vendor first provides Nikola written notice specifying the amounts past due and Vendor's intent to terminate the Contract if the past due amount is not paid; and
- (B) Nikola, within sixty (60) days of such notice, does not either: (i) pay the past due amounts; or (ii) notify Vendor that the amount claimed to be unpaid are disputed by Nikola.

In the event of termination by Vendor for Cause, Vendor's damages will include (i) the Contract price for completed Goods and/or Services and the actual cost of work-in-process and raw materials, which will become Nikola's property upon payment in full; and (ii) the cost of unreimbursed and unamortized research and development, capital equipment, Property, and supplies that are unique to the Goods and/or Services. Vendor, at its expense, shall mitigate any adverse effects or costs due to termination of the contract for non-payment of the purchase price for Goods or Services.

8.7. Vendor's Obligations Following Termination or Expiration. Notwithstanding any claimed or actual breach by Nikola, Vendor shall cooperate during the transition to a successor supplier ("Transition Support"), which includes the following:

(A) Vendor shall continue production and delivery of all Goods ordered by Nikola, at the prices and other terms stated in the Contract, without premium or other condition, during the entire period reasonably needed by Nikola to complete the transition to the alternate supplier(s), such that Vendor's action or inaction causes no interruption in Nikola's ability to obtain Goods as needed;

(B) At no cost to Nikola, Vendor shall promptly provide all requested information and documentation regarding and access to Vendor's manufacturing process, including on-site inspections, bill-of-material data, Tooling and process detail and samples of Goods and components; and

(C) Subject to Vendor's actual capacity constraints, Vendor shall provide special overtime production, storage and/or management of extra inventory of Goods, extraordinary packaging and transportation and other special services as expressly requested by Nikola in writing. If the transition occurs for reasons other than Vendor's termination for cause, Nikola will, at the end of the transition period, pay the reasonable, actual cost of the assistance under this Section, provided that Vendor has advised Nikola prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Nikola will pay the agreed portion to Vendor without prejudice to Vendor's right to seek to recover any disputed amounts.

9. **Limitation of Liability.** EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED IN THE CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, PROVIDED, HOWEVER, THESE LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S LIABILITY, IF ANY, FOR CONTRIBUTION OR INDEMNITY WITH RESPECT TO LIABILITY TO THIRD PARTIES FOR PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY AS A RESULT OF THE PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

10. **Assignment.** Vendor shall personally perform the duties set forth in the Contract. Without Nikola's prior written consent, Vendor may not assign the Contract or delegate the performance of its duties hereunder. Nikola may assign or transfer the Contract to an Affiliate that assumes all of Nikola's obligations hereunder.

11. **Force Majeure; Non-Performance.** Neither party shall be liable for any failure to perform due to an event beyond the control of such party, including war, acts of terrorism, natural disasters, government interventions and bans, energy or raw material shortages, civil unrest, transport damages or delay. Notwithstanding anything herein to the contrary, Vendor shall be liable to Nikola for any failure to perform because of labor strikes. Further, if a party is unable to perform, it shall provide notice of the non-performance (including its anticipated duration) to the other party promptly after becoming aware that non-performance has occurred or will occur. In the event Vendor is unable to perform for any reason, Nikola may purchase Goods and Services from other sources and reduce its purchases from Vendor accordingly without liability therefor. Within three (3) business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance exceeds thirty (30) days, the other party may terminate the Contract by providing notice to the non-performing party before performance resumes.

12. **Labor Relations.** Vendor shall notify Nikola at least six (6) months prior to the expiration of a current labor contract that has not been extended or replaced. In such event and upon notice by Nikola that includes quantity, packing, and storage information, Vendor shall manufacture up to thirty (30) days of additional inventory of Goods. Vendor shall use commercially reasonable efforts to comply with Nikola's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Nikola commits to buy the entire quantity of conforming Goods requested and produced. Vendor is responsible for carrying costs and any additional costs of manufacture.

13. **Import and Export/Re-export Controls and Regulations.**

13.1. **Credit Ownership/Entitlement.** Any credits or benefits associated with Goods purchased by Nikola, which include trade credits, export credits, emissions credits or rights to the refund of duties, taxes, or fees, belong to Nikola unless otherwise prohibited by applicable law.

13.2. **Credit Information.** Vendor shall provide Nikola with all information and records relating to the Goods necessary for Nikola to (a) receive such benefits, credits, and rights; (b) fulfill any import or export obligations, origin marking or labeling requirements, and certification or local Nikola Corporation – March 2023

content reporting requirements; (c) claim preferential duty treatment under applicable trade preference regimes; (d) participate in any duty relief, duty deferral or foreign trade zone/free trade zone programs of the country of import; and (e) certify that any Goods are in compliance with any other government requirements when the Goods may be sold or re-sold. The information required may include material content of the Goods, drawings and/or engineering specifications for the goods, the actual manufacturer of the goods or components, or technical assistance required to determine export control classification numbers ("ECCN") or equivalent classifications needed for import or export purposes.

13.3. **Local Content; Translations.** Vendor shall provide Nikola with the relevant U.S. or international local content of its Goods in a format, including proof of origin and/or its own local content calculations for its Goods, components, assemblies and sub-assemblies as necessary to satisfy any required content calculations such as the Buy America Act/Buy American Act.

13.4. **Country of Origin.** Vendor shall not alter the country of origin/country of manufacture of the Goods, nor change the regional value content or local content of Goods without express written consent of Nikola.

13.5. **Export Licenses.** Vendor shall obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Vendor shall provide all information and records necessary to enable Nikola to obtain those export licenses or authorizations. In those countries where Vendor produces Goods that may be subject to national sanctions, export controls or restrictions, Vendor shall notify Nikola in writing of the scope of the sanctions, controls or restrictions, prior to accepting the PO.

14. **Insurance.** Prior to commencing work on Nikola's-controlled premises or utilizing Nikola's equipment and (including the Property) and at all times during the term of the Contract, Vendor shall maintain the following insurance coverage (each of which shall name Nikola as an additional insured, if applicable), and upon request furnish to Nikola, a certificate evidencing: (A) commercial general liability insurance with at least the Minimum Coverage Limit (as defined herein) per occurrence contractual liability, property damages, and bodily injury; (B) employers liability insurance with at least the Minimum Coverage Limit per occurrence; (C) automobile liability insurance for all vehicles used in the course of Vendor's business with at least the Minimum Coverage Limit per occurrence for property damage and bodily injury, whether the vehicle is owned, rented, leased, or hired; (D) all risk property perils insurance covering the full replacement value of Nikola's equipment while in Vendor's care, custody, or control; and (E) worker's compensation insurance as required by applicable law. "Minimum Coverage Limit" means one million (\$1,000,000) United States Dollars.

15. **Nikola's Exclusive Liability.** Nikola's sole and exclusive liability under the Contract is to pay the amounts set forth in Sections 8.3 and 8.7 for PO's or Releases. These General Terms shall supersede any other payment or delivery terms.

16. **Miscellaneous.**

16.1. **Notices.** Except as provided in these General Terms, any notice to be given shall be in writing, postage prepaid, and shall be effective when deposited in the U.S. Mail. Any notices or consents must be in writing and signed by its duly authorized officer, employee or representative.

16.2. **Electronic Communication.** Vendor communicated electronically with Nikola in the manner specified by Nikola in the associated request for quotation, PO, transmission, electronic signature, funds transfer, and communication. Vendor shall also use best efforts to comply with any modification by Nikola of the method of electronic communication after the date of the Contract.

16.3. **Inspection & Audit Rights.** Nikola and its authorized representatives shall have the right from time to time to access Vendor-



controlled premises and verify: (A) Vendor's compliance with the terms of these General Terms and each Contract; and (B) Vendor's performance or ability to perform under these General Terms and each Contract.

16.4. Record Keeping. Vendor shall maintain records as necessary to evidence Vendor's compliance with these General Terms and each Contract, including such records as a necessary to substantiate amounts charged to Nikola. Nikola and its representatives may audit Vendor's records created within the period that is three (3) years prior to the audit date, to the extent needed to verify compliance with these General Terms and each Contract, including verifying that quantities were actually supplied and that prices charged equal the agreed-upon pricing. Any audit will be conducted at Nikola's expense, but Vendor shall reimburse if: (A) the audit uncovers errors in the amounts charged to Nikola in excess of five (5%) percent; or (B) other Vendor breaches that expose Nikola to potential liability.

16.5. Governing Law; Submission to Jurisdiction. This agreement shall be governed by the laws of the State of Arizona without regard to conflicts of law principles. Any legal suit, action or proceeding arising out of or relating to the Contract and/or these General Terms will be conducted in English and instituted in the federal courts of the United States of America or the courts of the State of Arizona, in each case located in Maricopa County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Vendor waives any and all objections that it might otherwise have as to personal jurisdiction and venue in these exclusive tribunals. The prevailing party in any legal suit, action or proceeding is entitled to its attorneys' fees and costs relating to the legal suit, action or proceeding and any judgment on the award entered will include such attorneys' fees and costs. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

16.6. Relationship of the Parties. The relationship between the Vendor and Nikola is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Vendor and Nikola, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.7. Waiver. No covenant, term or condition of the Contract can be waived by Nikola except by its written consent. The failure of either party to enforce any right or remedy set forth in these General Terms, in the Contract, at law, or in equity will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

16.8. Interpretation. The official language of these General Terms and the Contract is U.S. English and any terms, clauses, or provisions in these General Terms or the Contract shall be interpreted accordingly. For purposes of these General Terms, (A) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (B) the word "or" is not exclusive; and (C) the words "herein," "hereof," "hereby,"

"hereto," and "hereunder" refer to these General Terms as a whole. Unless the context otherwise requires, references herein: (Z) to Sections and Schedules refer to the Sections of and Schedules attached to, the Contract; (X) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (Y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. These General Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules referred to herein shall be construed with, and as an integral part of, the Contract to the same extent as if they were set forth verbatim herein.

16.9. Headings. The headings in these General Terms are for convenience or reference only and shall not limit or otherwise affect the meaning hereof.

16.10. Severability. If any provision of these General Terms is held invalid under any applicable law, such invalidity will not affect any other provision of these General Terms that can be given effect without the invalid provision. Further, all terms and conditions of these General Terms will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

16.11. Survival. The rights and obligations of the parties in these General Terms which, by their express terms or nature and context, are intended to survive termination or expiration of these General Terms, shall survive any such termination or expiration.

16.12. Counterparts. These General Terms may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same. A signed copy of these General Terms delivered by facsimile, e-mail, or other means of electronic transmission (to which a PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of these General Terms.

16.13. Entire Agreement. Except as otherwise provided in these General Terms, neither the Contract, the Nikola Acknowledgment of Vendor Order Form, these General Terms and, if applicable, any addendum to these General Terms, may not be modified unless in writing and duly signed by Nikola and Vendor, further, constitute the entire agreement between Nikola and Vendor with respect to the subject matter hereof and supersede all prior agreements, communications and understandings of any nature whatsoever, whether oral, written or otherwise, all of which are null, void, and of no effect whatsoever.