

PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions ("T&Cs") govern the goods and/or services provided by the Supplier to Aspen Skiing Company, LLC ("ASC") as set forth in the Purchase Order issued by ASC to Supplier. Supplier's acceptance of a Purchase Order from ASC, and the sale contemplated thereby, will be governed by these T&Cs. Notwithstanding the foregoing, if a Purchase Order references a master agreement between ASC and Supplier, such Purchase Order shall be governed solely by the master agreement.

DEFINITIONS; APPLICATION:

"Purchase Order" means a written order issued by ASC to Supplier for the provision of goods and/or services, together with any statement of work, specifications, exhibits, appendices, or other documents expressly incorporated therein by ASC.

"Supplier" means the entity to which ASC issues a Purchase Order.

"Deliverables" means the products and/or services purchased pursuant to a Purchase Order.

"Agreement" means, collectively, a Purchase Order and these T&Cs.

1. PURCHASE ORDER PRICE; ACCEPTANCE; MODIFICATION:

Prices. ASC will pay Supplier the prices, fees and/or expenses set forth in the Purchase Order, which shall not be subject to increase. Prices include all costs and expenses associated with providing the Deliverables, excluding applicable sales and use taxes that are separately stated on the invoice.

Acceptance. The Purchase Order incorporating these T&Cs becomes a contract when (1) an acknowledgement is received by ASC or (2) upon delivery of any portion of the goods or services. Any other terms or documents, including the Supplier's proposal or quote, terms and conditions found in inquiries, shrink wrap and package licenses (and the like), bills of lading, receipts or acceptance documents shall be null and void.

Modification. All modifications to the Purchase Order must be agreed to in writing by an authorized representative of ASC.

Invoices and Payment. ASC will pay Supplier's undisputed invoice within forty-five (45) days following ASC's receipt of a complete and accurate invoice. Payment will be made by electronic funds transfer ("EFT"/ACH) to the bank account provided to ASC by Supplier. Each invoice will contain an itemized description of the Deliverables and all applicable charges, as well as a PO

number. ASC will be liable only for undisputed and correct charges on the invoice for Deliverables to which the charges relate. ASC will not be responsible for paying any late fees or interest penalties. The payment period will not commence until ASC has received all documentation required to process the invoice.

Dispute. ASC will use its reasonable efforts to notify Supplier in writing regarding any dispute with respect to an invoice within thirty (30) days of receipt of the invoice. ASC and Supplier will use commercially reasonable efforts to resolve any payment dispute within ninety (90) days of notice of the dispute.

Offset. ASC may deduct or offset any amount due to Supplier against any claim ASC has against Supplier, including claims not relating to the Purchase Order.

Overpayment and Credits. Supplier will return overpayments to ASC within fifteen (15) days after receipt. Credits not taken by ASC within ninety (90) days will be remitted by check or EFT to the remittance address provided by ASC.

Inspection and Rejection. All goods and services not in compliance with the specifications hereof, or delivered or performed contrary to instructions, or in excess of the quantities herein provided, or substituted for subject matter described, or allegedly violating any statute, ordinance, or administrative order, rule or regulation, may be rejected by ASC and returned or held at Supplier's expense and risk. ASC may charge to Supplier all expense of inspecting, unpacking, examining, repacking, storing, de-installing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to ASC shall not be exclusive, and ASC may hold Supplier liable for any and all damages arising from any breach or default hereinabove set forth.

2. PARTNERSHIP & PUBLICITY:

Supplier shall not be considered an employee, agent, partner or joint venturer of ASC. Nothing in this Agreement is intended to confer any benefit upon any third party.

Supplier may not issue a press release or make any public statements concerning this Agreement or its subject matter, nor shall Supplier allow ASC's name or logo to be used as an endorsement of any goods or service offered by Supplier.

3. OWNERSHIP AND USE OF DELIVERABLES:

Upon payment to Supplier of any amounts actually due and owed hereunder, all right, title and interest in and to the Deliverables, including, without limitation, all intellectual property rights therein, shall be held and owned solely by ASC as "work made for hire" to the greatest extent

allowable under the law. If and to the extent the Deliverables are not considered a “work made for hire,” Supplier hereby irrevocably assigns to ASC all right, title and interest in and to the Deliverables and all intellectual property rights therein, including all rights to sue for past infringement. Supplier shall execute any documents and take any actions reasonably requested by ASC to perfect, evidence, or enforce ASC’s ownership rights. Notwithstanding the foregoing, Supplier retains all right, title, and interest in and to any intellectual property, tools, methodologies, processes, techniques, know-how, or materials owned or developed by Supplier prior to or independently of a Purchase Order (“Pre-Existing IP”), provided that Supplier identifies such Pre-Existing IP in writing to ASC prior to incorporating it into any Deliverable. Failure to identify Pre-Existing IP prior to incorporation shall constitute a waiver of Supplier’s ownership claim to such materials, and such materials shall be deemed assigned to ASC. To the extent any identified Pre-Existing IP is incorporated into a Deliverable, Supplier hereby grants ASC a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense, to use, reproduce, modify, and distribute such Pre-Existing IP solely as incorporated in or necessary to use the Deliverable.

4. INDEMNIFICATION & INSURANCE:

Supplier shall indemnify, defend, and hold harmless ASC from and against any claims, damages, losses, or liabilities arising out of or resulting from the negligent acts or omissions, willful misconduct, or breach of this Agreement by Supplier or its employees, agents, or subcontractors. Supplier shall also indemnify and hold harmless ASC from claims that the Deliverables infringe the intellectual property rights of a third party. Supplier’s obligations under this Section shall survive expiration or termination of these T&Cs.

Supplier shall maintain, at its own expense, during the term of each applicable Purchase Order, all necessary and appropriate insurance for Supplier and Supplier personnel based on the Deliverables provided and consistent with industry standards. Upon request, Supplier shall provide ASC with evidence of such insurance.

5. DELIVERIES:

(a) Goods delivered pursuant to these T&Cs will be delivered FOB ASC’s location. Title and risk of loss will pass to ASC upon receipt of the goods at ASC’s location.

(b) Time is of the essence for all Purchase Orders.

All Purchase Orders made are based on the understanding that goods and services will be delivered to and/or performed by the dates specified in such Purchase Order.

If Deliverables are materially delayed due to Supplier's failure to perform in accordance with a Purchase Order, ASC may, upon reasonable notice, cancel the affected portion of the applicable Purchase Order or obtain substitute goods or services and recover reasonable, documented costs directly resulting from such delay.

For delivery dates for Deliverables, may be adjusted only by a signed, written agreement between Supplier and ASC.

6. WARRANTIES:

Supplier warrants that any services performed in accordance with the Purchase Order will be in accordance with the highest standards of Supplier's industry and that all goods will be fit for the purpose intended, free from defects in material or workmanship, and will strictly conform to applicable laws and regulations. Supplier also warrants it possesses all required licenses and permits applicable to the provision of the Deliverables. If the Deliverables fail to meet this warranty, Supplier shall at ASC's option repair, replace, or re-perform any part of the goods or services, furnished hereunder which are found to be defective within twelve (12) months from the date of acceptance or performance, as applicable. The cost of repair, replacement, or re-performance, including all labor and parts, shall be borne solely by Supplier. This warranty shall survive any inspection, delivery, acceptance of or payment by ASC for the materials or services.

7. DELAY; TERMINATION; CANCELLATION:

Delay and Cancellation. ASC reserves the right at any time without cause to delay, terminate or cancel all or part of any undelivered or unperformed portion of a Purchase Order by notice to Supplier. Upon receipt of such notice, Supplier shall immediately stop delivery or work on the portion of the order terminated or canceled. If ASC cancels a Purchase Order, ASC agrees to pay Supplier for all (i) approved services rendered by Supplier; and (ii) all finished goods shipped to ASC prior to the effective date of cancellation. ASC will have no other liability arising out of cancellation of the Purchase Order.

Bankruptcy and Insolvency. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Supplier, the inability of Supplier to meet its debts as they become due, or in the event of the appointment, with or without Supplier's consent, of an assignee for the benefit of creditors or of a receiver, then ASC shall be entitled, at its sole option, to cancel any unfilled part of a Purchase Order without any liability whatsoever.

Breach. ASC may terminate the Purchase Order, in whole or in part, by written notice to Supplier if Supplier breaches its obligations under these T&Cs and fails to cure the breach to ASC's satisfaction within 30 days of ASC's written notice specifying the breach.

Transition. If the Purchase Order is terminated, in whole or in part, Supplier will promptly (i) document in detail the status of any orders in progress, (ii) provide all assistance reasonably requested by ASC in connection with the transition of services to ASC or its agents, and (iii) refund or credit, at ASC's option, any amounts pre-paid to Supplier in connection with the Purchase Order.

8. ADDITIONAL TERMS

These T&Cs are in addition to all other terms and conditions expressly contained in or incorporated into the Purchase Order, including, without limitation, terms concerning nondiscrimination, governing law, and dispute resolution.

9. FORCE MAJEURE:

Neither Supplier nor ASC shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the performing party; government restrictions (other than those resulting from the party's own actions); or other event outside the reasonable control of the obligated party and not reasonably foreseeable at the time of entering into the Purchase Order. The affected party shall provide prompt written notice of the force majeure event and its expected duration, and shall use reasonable efforts to mitigate the effect of the event and resume performance as soon as practicable. If a force majeure event affecting Supplier's performance continues for more than thirty (30) consecutive days, ASC may, at its sole option, terminate the affected Purchase Order (in whole or in part) without liability to Supplier. Force majeure shall not excuse: (a) Supplier's obligation to implement disaster recovery or business continuity measures; (b) any payment obligations; or (c) any obligation that arose prior to the force majeure event.

10. CONFIDENTIALITY:

Supplier shall hold in confidence and not disclose to any third party, without ASC's prior written consent, any non-public information of ASC, including specifications, technical data, business plans, pricing and commercial terms negotiated between the parties, and any other information designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Supplier may disclose such

information only to its employees and subcontractors with a need to know for performance of the Purchase Order, provided they are bound by confidentiality obligations at least as protective as this Section. These obligations shall not apply to information that: (a) is or becomes publicly available through no fault of Supplier; (b) was rightfully known to Supplier prior to disclosure by ASC; (c) is rightfully obtained by Supplier from a third party without restriction; or (d) is required to be disclosed by law, provided Supplier gives ASC prompt notice and reasonable assistance to seek a protective order. This Section shall survive termination of the Agreement for a period of three (3) years.

11. DATA PRIVACY:

To the extent Supplier processes personal data of ASC employees, customers, or guests in connection with a Purchase Order, Supplier shall comply with all applicable data privacy and protection laws, including the Colorado Privacy Act. Supplier shall promptly notify ASC (and in no event later than 48 hours after discovery) of any actual or suspected breach of security involving such personal data, and shall cooperate fully with ASC's investigation and response efforts, including any required notifications to affected individuals or regulators. This Section applies only to the extent Supplier processes the identified categories of personal data and shall survive termination of the Agreement.

12. GENERAL:

No waiver or modification of any provision of these T&Cs will be effective unless in writing and signed by an authorized representative of ASC. These T&Cs may not be assigned by Supplier without the written consent of ASC and are binding on the successors and permitted assigns of either party.

ASC's failure to enforce any provision of these T&Cs will not constitute a waiver of that provision or ASC's right to enforce it thereafter. If any provision of these T&Cs is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

These T&Cs and each Purchase Order will be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these T&Cs or any Purchase Order. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in the City and County of Denver, Colorado (or, if federal jurisdiction exists, the United States District Court for the District of Colorado) for any

action or proceeding arising out of or relating to this Agreement. Each party waives any objection to such venue, including any objection based on forum non conveniens.

By registering for access to ASC's Procurement system, Supplier acknowledges that each account authorizes an individual user to access and use the system and its related components and serves as that user's identity within the system. Supplier is responsible for maintaining the confidentiality and security of its account credentials and for all activity conducted through its authorized user accounts.

14. ANTI-CORRUPTION:

Supplier represents and warrants that it shall comply with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Supplier shall not, directly or indirectly, offer, promise, or give anything of value to any government official or other person for the purpose of improperly influencing any act or decision, and shall not engage in commercial bribery or any other corrupt business practice. Supplier shall maintain accurate books and records, flow down these obligations to its subcontractors and agents, and cooperate with any ASC audit or investigation. Any violation of this Section shall constitute a material breach, and ASC may immediately terminate any Purchase Order upon written notice. Supplier shall indemnify and hold harmless ASC from any claims, fines, penalties, or liabilities arising from any breach of this Section.

15. AMENDMENTS TO TERMS AND CONDITIONS:

(a) Right to Amend. ASC may amend these T&Cs at any time. Amendments become binding on Supplier upon the earlier of: (i) thirty (30) days after ASC provides written notice (by email, posting to ASC's procurement portal, or other commercially reasonable means); or (ii) Supplier's acceptance or fulfillment of any Purchase Order issued after such notice.

(b) Notice. ASC will notify Supplier of material amendments by: (i) posting to ASC's procurement portal with the effective date indicated; (ii) written notice (including email) to Supplier's designated contact; or (iii) inclusion with a Purchase Order. The current version on ASC's procurement portal supersedes all prior versions.

(c) Acceptance. Supplier's continued performance, acceptance of any new Purchase Order, or failure to object in writing within thirty (30) days of notice constitutes acceptance of the amended T&Cs.

(d) Prospective Application. Unless otherwise stated, amendments apply prospectively and do not affect Purchase Orders fully executed before the effective date. For ongoing Purchase Orders, amended T&Cs apply to Deliverables provided after the effective date.

(e) Supplier Objection. If Supplier objects to a material amendment, it may provide written notice to ASC within thirty (30) days. ASC may then, at its option: (i) negotiate the amendment in good faith; or (ii) permit Supplier to complete outstanding Purchase Orders under the prior T&Cs, after which the relationship terminates. Failure to timely object constitutes acceptance.