

US TERMS & CONDITIONS OF PURCHASE

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E-SAUST, ARM ACCEPTANCE.

2.1 Soape. These Terms and Conditions shall exclusively govern the Contract. The Selfer recognizes that he took notice of them and had the opportunity to negotiate them. The Contract will consist of the following documents in descending order of priority: the PO including these Terms and Conditions, and the acknowledgment of receipt of the PO. Any shipment of Goods and/or performance of Services by Selfer shall be deemed to be solely governed by the Terms and Conditions contained or referenced herein, except to the edent that an authorized representative of Days may derivene seemests consent in writing.

23 Acceptance. of the PD. Acceptance of the PD by Section (acceptance of the PD by Section (accepta date of sending of the PO without incurring any liability whatsoever.

22.2.2.Acceptance of the Goods and/or Services. Acceptance of Goods and Goods and

1. DELIVERY

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and contained of Services.

3.3 Overnitypment, Condos shall not be supplied in advance of Buyer's schedule or in excess of quantities and shipping poterances. If any, specified in the PO, and shall otherwise remain at Selivir's risk. Seller shall be liable for handling charges and return shipment costs for any excess quantities, and unless Seller games by pay for such costs, the overnitypined quantity ownership with the restricted to Buyer at or additional cost. Buyer is not ediplated hearoned to notify Seller of any commitment on the pay in the seller of the pay of the pay in the seller of the pay of the pay in the seller of the pay of the pay in the seller of the pay of the pay in the seller of the pay of the pay in the seller of the pay of the pay in the seller of the pay of the pay in the seller of the pay of the pay in the seller of the pay of the pay in the seller of the pay of the p

4. INSPECTATION

Bigger, its outstemens, any other higher lier contractor, or duly empowered public authorities, may access any document, audit, supervise or examine the work to be performed under the Contract. Seler shall assist and grant Buyer access to its premises as well as its sub-contractors premises. A Buyer's request. Seler shall maintain a sale environment and appropriate inspection quality system. Any costs incurred by this supervision and any measures required shall be borne by Seler's. Seler undertakes to provide all riformation, itsellites and assistance necessary to be layer during the inspection. Buyer after the inspection and inspection. Buyer after the inspection. Buyer after the inspection and inspection and inspection and inspection. Buyer after the inspection and inspection and inspection and inspection. Buyer after the inspection and insp

UES colleviste specified, prices are fixed and firm and are as per Incoterm [2010 edition) specified in the PO. Prices shall include all applicable taxes and customs duty. No charges will be allowed for packing, crating, drayage or storage. Any price reduction after placement of the PO

out prior to payment shall apply to the PO.

Prices include the cost of maintenance and refurbishment of Tooling and Data as per Article 17, if any, and the cost of assignment of the intellectual property rights as per Article 18.3.

6. PANMENT
The invince for each delivery must be sent to the Buyer's address specified in the PO within five (5) calendar days of the delivery date. Seller shall be paid by bank transfer, according to the payment terms as stipulated in the PO, and upon submission of properly prepared invoice in accordance with Buyer's instructions I/C docks and/or Services delivered to an acceptator by Buyer. Any adjustments due to schribstage, rejection or other Bulker to comply with the provisions of the Contract range be made by Buyer before payment. Delivery in the contract in a proper service and the payment of the contract in the contract in

7. SELLER'S GUALITY MANAGEMENT

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a. Sentruc. and uncertacturement PARTS

Seleve in all of bugs in Goods and/or Services necessary for Buyer to fulfill its current service and replacement Goods and/or Services requirements at the price(s) set forth in the Contract, adjusted only for differences in packaging and logistics costs, all as approved by Buyer. During the period after Buyer has completed its current purchases, Seller will self Goods and/or Services to Buyer in order to fulfill Buyer's past service and replacement Goods requirements. Unless otherwise agreed to by Buyer, the price(s) during the first five (5) years of that period will be those in effect at the conclusion of current purchases. The price(s) Goods and/or Services for the subsequent period will be as a green from by the Parties.

Excelerations with the second state of the sec (hereinalter "Obsorlescence"), in case of Obsorlescence, Seller shall source, as in cost and without operational impact to Buyer, a suitable registerement, for the said doubtelle Coods and/or Services. This replacement shall be made available without disrupting or discontinuing Buyer provisioning and the interchampassite in it, five, function and all applicable seatheries. Selfer shall not be beginned as choosing as of the self-and most political seatheries. Self-and and offsite political seatheries. Self-and offsite political seatherie

10. Changes in the PO. Buyer may at any time by a written notice, and without notice to surriess or assignment, make changes to the PO and Selter agrees to accept such changes. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of any part of the work under the PO, or affects any other provisions of the PO, an equalitate alguistment shall be made in the price or delenye societies, or both, and in auth other provision of the PO and the Contract as may be affected. The PO shall be modified in writing accordingly, May discin four designment shall be asserted within the twelty (20) calculated way from the date of needed of the written notice designed, that Buyer advantages such clean price for large barries the PO and bus the person of the PO and that Buyer advantages such clean price for large barries the first one contractives. Buyer employees, still not entirely applied and the PO, and bus the person of the PO, and that Buyer advantages such clean price for large barries the first one contractives. Buyer employees, still not entirely applied and the contractives of the bus applied and the provision of the PO, includes bus agree to any adjustment shall be as per Anited 27 Below. However, rothing in this paragraph shall accuse Selter from proceeding with the PO as changes for large and provision of the PO, including delivery and price, whether or not accomplished with the consumers of Buyer employees, still not entirely applied and the provision of the PO, including delivery and price, whether or not accomplished with the consumers of the Buyer employees, still not entirely applied and the provision of the PO, including delivery and price, whether or not accomplished with the consumers of the Buyer employees, still not entirely applied and the provision of the PO, including delivery and price, whether or not accomplished with the consumers. If a still not expend the provision of the PO, including delivery and price, which applied any advantage of the possitio

11. STOP WORK GROER

Bloger may all any fine, by written notice, require Seler to stop all or any part of the work to be performed under any PO for a period up to ninety (90) calendar days after the notice is delivered to Seller (Stop Work Order). Upon receipt of the Stop Work Order, Seller shall immediately comply with its terms and take reasonable staps to minimize the costs allocable to the work covered by the PO during the period of work stoppage. Which the work stoppage work or within any extension of that period of which the Parties have agreed. Buyer shall either cancel the Silby Work Order, cereminate the work covered by the PO as provided in the Termination to Convenience paragraphs of these read Conditions, windows may be appropriate or may be appropriate.
Seller shall resume work upon cancellation or expiration of any Stop Work Order, Suyer and Seller shall negotiate an equitable adjustment in the price or schedule or both 12" to Contract is not canceled or terminated. (ii) Seller brings material evidence to Buyer that the suspension results in a change in Seller scale performance or ability to meet the PO delivery schedule, and (iii) Seller brings material evidence to Buyer that the suspension results in a change in Seller scale performance or ability to meet the PO delivery schedule, and (iii) Seller brings material evidence to Buyer that the suspension results in a change in Seller scale performance or ability to meet the PO delivery schedule, and (iii) Seller brings material evidence to Buyer that the suspension results in a change in Seller scale performance or ability to meet the PO delivery schedule, and (iii) Seller brings material evidence to Buyer that the suspension results in a change in Seller scale performance or ability to meet the PO delivery schedule, and (iii) Seller brings material evidence to Buyer that the suspension results in a change in Seller scale performance or ability to meet the PO delivery schedule, and (iiii) Seller brings material evidence to Buyer that the suspension

12. WARRATIES
12. Solier warrants that all Coods and/or Services furnished pursuant to the PO: (a) will conform to all applicable specifications, instructions, drawings, data, samples or other descriptions furnished or adopted by Buyer, (b) will be merchantable, of good material and workmanship, and free from deleted, (c) will be as described and advertised and and file of the interded purposes, (d) will be free from all learns and excumbances, and (e) will conform with all lawer, (age) exequiting exequiti

13. COMPLIANCE WITH APPLICABLE LAWS AND REQULATIONS
Codes and/or Services shall comply with all laws and regulations pagicable to the Codes and/or Services shall comply with all laws and regulations, taws and rules relating to anti-bilbery and corporate duty of vigilance, and (i) all applicable export, ne-export and importance, requires an exportance of the United States Consement and the Coverment of any country in which the Parties conduct business pursuant to the Contract. Seler's employees, representatives and/or agents will comply with all applicable export, ne-export and importance in the Coverment of any country in which the Parties conduct business pursuant to the Contract. Seler's employees, representatives and/or agents will comply with all applicable and regulations; to contract the select and completely and completely and representatives and or agents and representatives and or agents and representatives and or selected and the selected and representative and or agents and representatives and or selected and selected and representatives and or selected and selected and representative to maintain an environment, the shall apply and representatives and or selected and representative to the contract. Seler shall respect the ISO 1400 principles and/or or the representative and or selected and representative to the contract. Seler shall respect the ISO 1400 principles and/or or the representative and or selected and representative to the selected and representative to the contract. Seler shall represent the representative and representative to the selected and representative the partie and representative to the selected and representative the partie of the ISO 1400 principles and representative the partie of the ISO 1400 principles and retrieved to the ISO 1400 principles and retrieved to the ISO 1

14. NOX CORPLANCE OF COODS, AND/OR SERVICES

14. The Complete of the Goods and/or Service with close not comply with the PO specifications will be rejected by the Buyer. Seller shall organize, at its own expense, the return of the deficience Goods within fourteen [14] calendar days of the not rejected, or therefore Buyer will propriet the return of the deficience Goods within fourteen [14] calendar days of the not rejected. On the Control of the Contro

Services or payment of Locose and/or Services shall not controllable acceptance memor or man any or super's ngms, including winners measures, more user or were memory and the control of the service of the section of the service of the section of the section of the service of the section of the section of the section of the service of the section of the section of the service of the section of the section of the service of the section of the section of the service of the section of

replaced or repaired Goods and/or the recented Services.

At A Corrective account Seller must take paropriate connective actions as quickly as possible in the event of serious and/or repeated noncompliance. At the same time, Seller must take all measures to honor the PO with Goods and/or Services that comply with the PO specifications. All costs for cheating or supervision performed by Buyer and/or a third party empowered by Buyer will be borned by Buyer and or a third party empowered by Buyer will be borned by Buyer and or a third party empowered by Buyer will be borned by Buyer and or a supervision performed by Buyer and or a third party empowered by Buyer will be borned by Buyer and or a supervision performed services, Seller must immediately inform Buyer, indentifying the delivered Goods batches and/or performed Services likely to be affected, specifying the nature of the non-compliance, the consequences thereof, and a list of other customers also informed.

15. LIABILITY

15. Total Indemnification. The Seller shall indemnify the Buyer on demand in full against all losses, damages (including, but not limited to, loss or damage to property), liability, claims, costs, frees, penalties and expenses (including reasonable legal and professional advisors fees and expenses whether or not proceedings are brought) awarded against or incurred or paid by the Buyer as a result of or in correction with; (s) the Contract, including any breach of wherearthy, given by the Seller in reliation to the Seller in respect of the Secleration to the Buyer in respect of the Secleration than the Buyer or in respice, agents or sub-contractors in the supply or delivery of the Goods and/or Services, and (d) any claim reasonable tunes and enterpretation than the Buyer in respect of the Goods and/or Services supplied by the Seller (except to the edent that such liability results from compliance by the Seller in what paged segment, sepresentations, customes, and uses an except that such in the part of the Buyer in respect of the Goods and/or Services supplied by the Seller (except to the edent that such liability results from Compliance by the Seller in what paged segment, sepresentations, customes, and uses a seller Sell

14. INSURANCE

Salter shall obtain and maintain during the term of the Contract all insurance policies required under applicable law in respect of the manufacture and/or supply of the Goods and/or performance of the Services including, but not limited to, insurance policies covering personal injury, product liability, pursual and consequential damages, whether direct or indirect, in relation to the performance of the PO and in respect of all liabilities, claims, costs and expenses incurred by Buyer due to an act or omission of Seller, its employees, agents and sub-contractors. Such insurance cover must be at least ten million Euror (10,000,000) (or equivalent local currency) and Buyer is entitled to request from Seller any additional sum insured and/or specific insurance coverage. The insurance must be taken out by Seller with a reputable international insurance and or specific insurance coverage.

17. TOURA OND DATA:
In case Buyer provisor to Selete tooling and/or data (such as but not limited to processes, known-how, special dies and patterns), materiats or supplies (hereafter the "Tooling and Data") for the performance of the PD, such Tooling and Data will be stored by Selfer under its supervision. These Tooling and Data must be solely used for the performance of the PD. Selete laters at in its and initial will be about 10 to an ordinary and Data, and a third such control and the such control and such such control and such as such as the completion of the PC, or at such earlier date as the Parties may agen. Tooling and Data stored the subject to removal at any time without additional control such such such control and such as such as the control and such as such the forestrat at the government and such as a such

18. INTELLECTUAL PROPERTY RIGHTS

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19. RIGHTS AND RESERVATIONS: All drawings, specifications, designs, information, tools, patterns, equipment, processes, known-how, materials, special dies and other goods supplied, developed or paid for by Buyer, and proprietary rights embodied the exclusive properly of Buyer and shall be kept separate from other drawings, specifications and materials, and identified as the properly of Buyer. The same shall not be used or reproduced for any purpose whatever except the performance of work under the PO.

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22 TERMANTON FOR DEFAULT
(a) Blayer may, by miter mortice of distults to Seller and subject to the provisions of subparagraphs (c) and (e) below, terminate the whole or any part of the PO and/or of the Contract in any of the following circumstances:
(i) If Seller fals to perform the PO and/or the Contract within the time specified or any extension thereof. Seller shall be responsible within a such extension for any of an additional changes resulting from deviation from Buyer's instructions;
(ii) If Seller falls to perform any of the other provisions of the PO and/or the Contract in seller and the provisions of the PO and/or the Contract in seller and the provision of the PO and/or the Contract in seller and the provision of the PO and/or the Contract in seller and the provision of the PO and/or the Contract in seller and the provision of the PO and/or the Contract in seller and the PO and/or the Contract arises and of a contract the portion and the PO and/or the Contract arises and or a contract the portion and the PO and/or the Contract arises and the Contract show that the Seller and the

Majeure event lasts more than sity (80) calendar days from notification be Buyer.
(8) If the PO and not for contract is terminated as provided in chapsargaph (a) above, Buyer may, in addition to any other rights provided in these Terms and Conditions or available under applicable law, require Seller to transfer title and deliver to Buyer or its designee, in the manner

(i) Any completed Goods, and (iii) Such parishy completed Goods and materials, and contract rights. The price for completed Goods and/or Services delivered to and accepted by Buyer shall that set forth in the PO. The price for manufacturing materials delivered to and accepted by Buyer shall be agreed upon by

Buyer and Seller. (e) The rights and remedies of Buyer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under these Terms and Conditions. (f) it is understood and agreed that Seller shall reimburse Buyer for all costs and expenses incurred by Buyer due to Seller's default.

23. TERMATION FOR CONVENIENCE

Byer may at any investment to be written noted to expend the Contract at its sole convenience. In the event of such termination, Seler shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to stop work related to the performance of the PO. Subject to the immediately cause any and all of its suppliers and subcontractors to stop work related to the performance of the PO. Subject to the performance of the PO. Subject to the termination, the subcontractor of the PO. Subject to the Po. Subject t

24. LIMINATION FOR RISCULPTION

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2a. ASSIGNMENT AND SUBCONTRACTING
Select shall not assign the Contract or the PO or any obligations under the Contract, nor shall Select subcontract for completed or subctantially completed Goods and/or Services purchased under the PO without the prior written consent of Buyer. Any such consent to sub-contract shall not relieve Seller of any obligation to comply with the Contract or any PO. This limitation shall not apply to the purchase by Seller of shandard commercial supplies or raw materials. Seler shall select subcontractors (including supplies) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the PO.

No sealer, delays, or fotobassance by Buyer of any branch of the Contract or a PD. or the granting of an extension for potentiance because a sealer or relimination and support and provisions, rights or remedies. Seller agrees that Buyer's approval of Seler's technical and quality septicalization, desirency, prizer, procedures, reports, and other schemiscs shad not relieve before the children's of the Contract of the Contract of the Contract or any schemiscs of the Contract of the Contract or any schemiscs of the Contract o

27. APPLICABLE LAW AND DISPUTE RESOLUTION:
27.1 Applicable law. The validity and performance of the Contract and any related PO shall be governed by and construed in accordance with the laws of the jurisdiction in which Buyer's facility issuing the PO is located.
27.2 Depute. The Portier appear that in the vertical appear that it may be a vertical appear to the vertical appear t

Additional North American provisions

FINLES. Selier warrants that price charged for the Goods and/or Services are not higher than those charged to any other customer, including the Government, for Goods and/or Services of like grade quality in similar or lesser quantifies.

Discount periods shall commence ten (10) calendar days after the latest of scheduled delivery, or receipt of invoice. No charges will be honored unless specified on the face of the PO. Invoices must be accompanied by transportation receipt, if transportation is payable as a separate item.

COMPLIANCE WITH APPLICABLE LAWS AND REGULATION

Labor laws. A US Seased Sider shall confty that the Goods and/or Services covered by its necious and produced in compliance with a labor laws. A US Seased Sider shall confty that the Goods and/or Services covered by the necious and compliance with a labor laws. A US Seased Sider shall confty that the Goods and/or Services covered by the necious and covered that the shall be produced in compliance with all seased sides and the shall covered that the shall covered that the shall be s

Equal Engloyment Opportunity, A US-based Seler shall abide by the requirements of 4 CFR 60-1 1.8.2. 41 CFR § 60-300.5(a), 41 CRF 60-550, and 60-741.5(a). Seler's purchase orders shall contain the following provision: "Seler shall abide by the requirements of 4 CFR 60-1 1.8.2. 41 CFR § 60-300.5(a), 41 CRF 60-550, and 60-741.5(a). These requirements of the contain the following provision: "Seler shall abide by the requirements of 4 CFR 60-1 1.8.2. 41 CFR § 60-300.5(a), 41 CRF 60-550, and 60-741.5(a). These requirements or provided in the contain the following provision: "Seler shall abide by the requirements of 4 CFR 60-1 1.8.2. 41 CFR § 60-300.5(a), 41 CRF 60-550, and 60-741.5(a). Seler's purchase orders shall contain the following provision: "Seler shall abide by the requirements of 4 CFR 60-1 1.8.2. 41 CFR § 60-300.5(a), 41 CRF 60-550, and 60-741.5(a). The selection of the contain the following provision: "Selection shall abide by the requirements of 4 CFR 60-1 1.8.2. 41 CFR 60-100.0, 41 CFR 60-1 1.8.2. 41 CFR 60-150, and 60-741.5(a). The selection of the contain the following provision: "Selection shall abide by the requirements of 4 CFR 60-1 1.8.2. 41 CFR 60-100.0, 41 CFR 60-1 1.8.2. 41 C

Ozono Depletion Chemicals
When Goods are manufactured with ozone depleting chemical as defined under the U.S. regulation blied Clean Air Act of 1990, section 611, 40 C.F.R., part 82, Seliers within the U.S. must comply with all its requirements, including but not limited to, placing the following warning

statement on the bill of lading, shipment papers or any other proper documentation:
"The productly to be delivered under this content may contain not be manufactured unting class I and/or class II accord depleting substances and the following warning statement shall apply to such productly: WARNING: MANUFACTURED WITH OR CONTAINS [chemical ids SUSSTANCES WINCH HAMP PUBLED. HEALT AND ENVIRONMENT BY DESTROYING GOOME IN THE UPPER STRATOSSPHERE."

Non-U.S. Seless shall include with each bill of lading the following statement:
"You are hereby advised that products to be delivered under this purchase document may be manufactured with or contain an ozone depleting substance and the following warning statement shall apply to such product(s); WARNING, MANUFACTURED WITH OR CONTAINS (chemical dem

Selter must flow down compliance with these provisions with all sub-contractors.

Sately and Health laws. Selter certifies that it is in compliance with any federal, state or provincial laws, including but not limited to the US Occupational Safely and Health Act of 1970 (OSHA) or the Canadian Hazardous Products Act, as applicable. Furthermore, if the Goods purchased herein are considered incoin or hazardous sediend thems, Geller and playoride a copy of the Safely Data Sheet (ISDS) with each shipment or as otherwise specified on the Order.