

Terms and Conditions of Purchase

1. SCOPE OF APPLICATION

1.1. These Conditions of Purchase (hereinafter also referred to as “**Agreement**”) shall apply to all orders for (i) the equipment, parts, materials, supplies, and other goods that Seller has agreed to supply under a contract (“**Products**”) and services that Seller has agreed to provide under a contract (“**Services**”) (Products and Services referred to as “**Deliverables**”) by Buyer and its affiliated companies (“**Buyer**”) exclusively. References in these Terms and Conditions to the purchase and sale of Products may mean, where applicable, the licensing of Software loaded on or provided with the Products. Any terms or conditions proposed in Seller’s quotation, acceptance or in any acknowledgment, invoice, or other form of Seller, if not expressly signed for acceptance by the Buyer legal representatives that add to, vary from, or conflict with the terms herein, are hereby rejected.

1.2. If the Seller engages sub-suppliers, these must be approved beforehand by Buyer, and the approval may not be unreasonably withheld. The Seller shall inform Buyer in advance if a sub-supplier is intended to perform essential parts of Buyer’s order. The Seller shall oblige its sub-suppliers to confirm their explicit consent with and adhere to these Conditions of Purchase or to conditions which, in minimum, comply with these conditions in all material respects. The Seller shall be responsible for any damage caused by sub-suppliers.

1.3. These Conditions of Purchase shall apply to work performance and Services accordingly. Where Products and Services have been supplied, acceptance of the Services shall only apply to work performance and acceptance of the Service, acceptance of Products shall only apply to the Products but neither of such acceptances shall constitute an acceptance of the respective other Deliverables. Any further rights to which Buyer is entitled in accordance with applicable legal provisions or other agreements shall remain unaffected.

2. ORDER PLACEMENT AND TECHNICAL DOCUMENTS

2.1. Orders must be made in writing, in text form or can be submitted via electronic form. The Seller is obliged to confirm or reject orders of Buyer within three (3) working days in writing, text form or electronic form. Any orders which are not expressly confirmed or rejected shall be considered accepted and binding upon Seller.

2.2. If specifications, drawings, electronic models or other documentation is made available, in case of doubt, the data on the latest specifications, drawings or models provided by Buyer shall prevail.

3. DELIVERY

3.1. The delivery or performance date specified in the purchase order is a fixed date. It represents the date the Products are to be delivered to the destination and the Services must be performed. Time is of the essence and a different delivery date shall be binding only with written consent of Buyer.

3.2. Buyer may from time-to-time adjust its delivery schedules, and unless otherwise agreed in writing, such changes in schedule shall not affect the prices of the Deliverables ordered.

3.3. Buyer is not obliged to accept partial deliveries and/or advance deliveries or advance performances, unless only insignificant parts of a total delivery are missing. Buyer may defer payment with respect to, or return, at Seller’s expense, any Deliverables delivered in advance of the scheduled delivery date or in excess of the quantity specified for such Deliverables.

3.4. The Seller is obliged to inform Buyer immediately in writing, stating the reasons and the anticipated delay, if circumstances arise or become apparent to it that indicate that the agreed delivery or performance date cannot be met.

3.5. In case of a delay in delivery Buyer shall be entitled, without prejudice to the right to claim further damages or to terminate the order, to demand liquidated damages of 0.5% of the value of the delayed portion of the delivery per day of delay. Buyer undertakes to notify the Seller of its reservation of liquidated damages at the latest within thirty (30) working days counting from the receipt of the delayed delivery. Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Deliverables on the delivery date.

3.6. Place of performance shall be the premises set forth as delivery address in Buyer's order. Unless otherwise agreed, DDP "Buyer's premises" in accordance with the ICC – INCOTERMS® 2020 shall apply. The Seller shall comply with the specifications of Buyer for the dispatch of the Products, in particular the transportation, packaging and delivery regulations in their currently applicable versions.

3.7. The packaging and labelling of Products must meet the quality requirements set by, and otherwise be as specified by, the Buyer. The Buyer shall not be obliged to return to or account to the Seller for any packaging materials (including pallets). Any packaging materials which are returned shall be at the Seller's risk and cost.

4. PRICES AND PAYMENT

4.1. The price specified in the order shall be binding and will remain fixed and unchanged. It includes all Services and ancillary services, unless they are paid for separately, which are necessary for completion of the Services to be provided, such as costs of tools, freight, customs, packaging material and its collection, transport to the place of use specified by Buyer as well as all expenses for performing the erection and assembly work on a turnkey basis. Any deviations such as particular difficulties or delivery/provision of Services which could entail a higher payment must be agreed separately before order acceptance.

4.2. Invoices must contain the order data (contract/order number).

4.3. The invoice is issued upon delivery of the Product, provision of the Services, or if applicable after assembly or erection. Payment shall be made by Buyer within 60 days following the invoice date subject to the receipt of the invoice.

4.4. The Seller shall not be entitled to assign claims or transfer the rights to collect claims against Buyer without prior written consent of Buyer.

4.5. Off-setting is permitted only when Seller's claims against Buyer are undisputed or if they have been finally adjudicated by a competent court of law.

4.6. Payment does not constitute an acknowledgement that the Products or Services were provided in accordance with this Agreement.

5. WARRANTY AND PRODUCT SUPPORT.

5.1. For a period of 36 (thirty-six) months, or any longer statutory period, after delivery to Buyer, Seller warrants to Buyer and users of Products that all Products provided under the order shall be and continue to be: (i) merchantable; (ii) fit for the purpose intended; (iii) new; (iv) free from defects in material and workmanship; (v) free from defects in design if the design is not provided by Buyer; (vi) manufactured in strict accordance with the agreed specifications; (vii) free from liens or encumbrances on title; (viii) conform to the requirements of the Buyer's Supplier Quality Manual and (ix) to the extent the Products are, or contain, hardware, software, and/or firmware products, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing all times and dates) and are free of viruses and other sources of network corruption (collectively, for this section, the "**Products Warranty**"). If the order requires specific Products to perform as a system, the foregoing Warranty also shall apply to those Products as a system.

5.2. Buyer may require Seller to promptly repair or replace, at Buyer's option, any Products that breach the Products Warranty. Buyer may return ship the Products on the fastest available commercial carrier at Seller's expense and risk of loss. Products returned to Buyer hereunder shall be shipped at Seller's expense and risk of loss and shall be accompanied by notice stating whether they are new replacements or repaired originals and shall continue to be covered under this Warranty. Seller shall conduct intake, review, analysis and any other activity required to evaluate whether the returned Products are covered by the Products Warranty at no expense to Buyer.

5.3. Notwithstanding any other provision and the statutory legal provisions, in addition to the foregoing, Seller shall be liable for Buyer's actual costs, expenses and damages related to or arising from Products not conforming to the Products Warranty, including but not limited to labour and other costs related to transportation of Products, expediting, removal, disassembly, failure analysis, isolation, assembly, reinstallation, reinspection, retrofit, and any and all other such corrective action costs incurred by Buyer.

5.4. Seller warrants to Buyer, for a period of 36 months after acceptance of the Services, that all Services provided under or in connection with an order: (i) have been, if applicable, and will be performed in a professional and workmanlike manner and in accordance with current, sound and generally accepted industry standards and practices by appropriately licensed, trained, supervised and personnel who are experienced in the appropriate fields; and (ii) do, if applicable, and will conform to and be in compliance with the agreed specifications, performance requirements and other requirements contained in the order (the "**Service Warranty**"). Seller agrees that should any of the Services be defectively performed by Seller, Seller will re-perform or correct such defective Services at no additional charge. Notwithstanding any other provision, in addition to the foregoing, Seller shall be liable for Buyer's actual costs, expenses and damages related to or arising from the Services not conforming to the Services Warranty.

5.5. Except for permits and/or licenses required by statute or regulation to be obtained by Buyer, Seller shall obtain and maintain - at its own expense - all permits, licenses and other forms of documentation required by Seller in order to comply with all existing national, state, provincial or local laws, ordinances, and regulations, or of other governmental agency, which may be applicable to Seller's performance of work hereunder. Buyer reserves the right to review and verify all applications, permits, and licenses prior to the commencement of any work hereunder.

5.6. Seller shall maintain, at its expense, the ability to, and shall, provide product support for the Deliverables for ten (10) years after the last order is placed by Buyer under this Agreement.

6. MATERIAL DEFECTS – INSPECTION

6.1. Incoming Products shall be inspected by Buyer for obvious defects, transport damage, integrity, and identity of the Products only. Buyer shall give notice of such defects within a reasonable period following inspection. Buyer reserves the right to carry out a more detailed incoming Products inspection. Furthermore, Buyer shall give notice of defects as soon as they are detected under the conditions of the ordinary course of business. To this extent, the Seller waives the objection of late inspection and notification of defects.

6.2. The Seller is obliged to carry out quality inspections during Production and to perform an outgoing Products inspection, and accordingly has to check all deliveries comprehensively for their quality.

6.3. If an epidemic failure occurs during the warranty period, the Seller shall bear the costs of a replacement action that the Buyer may carry out in its due discretion. An epidemic failure shall be deemed to exist if the same defect occurs in at least 33% of one type of batch of delivered Products, unless the Seller is not responsible for the defect. This shall not apply to spare parts and wearing parts.

7. INTELLECTUAL PROPERTY.

7.1. Background Intellectual Property shall mean all intellectual property other than Foreground Intellectual Property.

7.2. Foreground Intellectual Property shall mean all intellectual property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the order.

7.3. Each Party retains its existing rights in Background Intellectual Property.

7.4. Buyer shall own all Foreground Intellectual Property. Seller shall disclose to Buyer all Foreground Intellectual Property. If not expressly required to be delivered in the order, Seller shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Seller hereby irrevocably assigns to Buyer all right, title and interest to all Foreground Intellectual Property. Seller agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Seller to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Foreground Intellectual Property. All Foreground Intellectual Property assigned to Buyer pursuant to the order shall be considered Buyer's Proprietary Information (defined hereinafter). For any works of authorship that do not come under such categories, Seller, warranting that it has the right to do so, hereby assigns all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright.

7.5. Seller represents and warrants that Seller has sufficient rights in all Products, Services, and Intellectual Property and other items that Seller uses or transfers to Buyer in connection with the order to allow Seller to lawfully comply with the order.

7.6. Seller hereby grants to Buyer and Buyer's Affiliates a worldwide, non-exclusive, perpetual, fully paid, irrevocable, transferable license to Background Intellectual Property (i) to use, sell, offer for sale, import, export, copy, adapt, embed, modify, make derivative works, make and have made Products and Services, and (ii) to enable Buyer to practice the Foreground Intellectual Property.

7.7. Seller hereby irrevocably waives all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all Products provided to Buyer and in all activities in connection with the order.

7.8. Seller represents and warrants that Seller shall not provide, in the performance of the order, any software, (including free software, open source software, freeware, General Public License-governed software, or the like), in any form that is subject to any obligations or conditions that reasonably or arguably could provide a legal right to any third party to access such software and/or source code, or that could otherwise impose any limitation or condition on Buyer's use, reproduction, modification, distribution or conveyance of such software.

7.9. Except as expressly authorized herein, nothing in the order shall be construed as Buyer granting Seller a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the order.

7.10. The Seller shall indemnify the Buyer against any claims of third parties for infringement of intellectual property rights such as patents, copyrights or trademarks rights, unless the damage was caused through the fault of the Seller or its assistants or vicarious agents. The contracting parties shall notify each other immediately if any claims are asserted against them due to the infringement of property rights.

8. INDEMNIFICATION AND PRODUCT LIABILITY

8.1. Seller covenants and agrees at all times to defend, protect, hold harmless and indemnify Buyer from and against any and all losses, damages (including, without limitation, consequential, incidental, indirect, punitive, or exemplary damages), liens, fines, penalties, deficiencies, judgments, interest, awards, liabilities, costs and expenses of whatever kind (including, without

limitation, reasonable attorney's fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers) (collectively, "**Losses**") and any causes of action, suits, demands, legal proceedings, or claims (including those for loss, damage (including property damage) and bodily injury (including death)), whether or not involving a third party claim (collectively, "**Claims**") arising out of or relating to: (i) any act, error, omission, violation of law, negligence, or wilful misconduct of Seller; (ii) the Products and Services; (iii) any breach by Seller of any term or condition of this Agreement, including the order, whatever form those Losses take, or (iv) any product liability claim relating to the Deliverables (including, without limitation, those for or arising from strict liability, negligence, breach of express or implied warranty, hidden defects, defect in design, defect in manufacture or material, failure to warn, and defect in workmanship). If directed by Buyer, Seller shall immediately take upon itself the defence of all Claims, however, Buyer reserves the right to participate in and/or control any such Claim brought against Buyer. Seller shall be directly responsible for the immediate payment of all Losses and shall promptly pay all settlements, judgments, attorneys' fees and other expenses as they are incurred. Seller shall give prompt written notice to Buyer of any proposed settlement of a Claim and may not, without Buyer's prior written consent, settle or compromise any Claim or consent to the entry of any judgment.

8.2. Seller's covenants of indemnity herein shall continue in full force and effect notwithstanding the termination or expiration of this Agreement or order under the Agreement. Seller will provide notice of any Claim and all necessary information and assistance so that Seller may defend or settle such Claim. The foregoing indemnification provisions will not reduce or affect other rights or obligations which would otherwise exist in favour of the Indemnified Parties. Any insurance requirements set forth in this Agreement or any Agreement will not limit the foregoing indemnification.

8.3. NOTWITHSTANDING ANY PROVISION OF THIS ORDER OR THE LAW, IT IS EXPRESSLY AGREED THAT BUYER'S LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE AND THAT IN NO EVENT SHALL PURCHASER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND.

9. TERMINATION

9.1. Buyer may terminate, for its convenience, all or any part of this Agreement at any time by written notice to Seller. In such case, Buyer's sole obligation will be to pay for completed Deliverables that are delivered to Buyer. Notwithstanding anything to the contrary in the previous sentence, Buyer will not be obliged to pay for any Deliverables in excess of that which would be delivered to Buyer in the "**Lead Time Period**" for the terminated Deliverables. The Lead Time Period for each terminated Deliverable will commence on receipt of Buyer's notice of termination and end upon the expiration of the lead-time specified for a Deliverable. If no lead-time is specified for a Deliverable, the lead-time will be a reasonable average actual lead-time under normal delivery circumstances for that Deliverable. In no event shall costs associated with, or anticipated profit or overhead, on unperformed work be payable to Seller.

9.2. Reasons of termination of the Agreement by Buyer are: (i) Seller fails to make any delivery or perform Services in accordance with agreed delivery dates or otherwise fails to comply with the order and does not remedy such failure within a reasonable time after receipt of written notice thereof, (ii) Seller fails to make progress to such an extent that performance of the order is endangered, (iii) any proceeding is filed by or against Seller in bankruptcy or insolvency, or for appointment for the benefit of creditors, or (iv) Seller commits any other breach of this Agreement.

9.3. A change in control of Seller is deemed to have occurred if there is a change in the beneficial ownership, directly or indirectly, of twenty-five percent (25%) or more of the ownership interests in Seller. In the event there is a change in control with respect to Seller to a competitor of Buyer,

Buyer shall have the right to terminate the order in whole or in part upon thirty (30) days written notice.

10. CONFIDENTIALITY

10.1. The Parties undertake for a period of five (5) years after disclosure to observe secrecy regarding any information classified as confidential or information that is recognisable as business or company secrets under other circumstances, and as far as not necessary for the achievement of the purpose of the supply relationship, neither to record the information nor to divulge it or utilise it in any other way. The confidentiality obligation shall not apply if the business or company secrets become public knowledge through no fault of the other party or if such information is required to be disclosed by law, a court of competent jurisdiction or any governmental or regulatory authority. The Parties shall ensure through appropriate contractual agreements with the employees and agents acting on their behalf that such persons refrain from any personal use, dissemination or unauthorised recording of such business and company secrets for an indefinite period of time.

10.2. The Seller may only refer to its business connection with Buyer in its advertising if Buyer has previously agreed to such publication in writing.

11. BUYER'S PROPERTY

All tools, equipment dies, gauges, models, drawings or other materials furnished by Buyer to Seller or made by Seller for the purpose of the order or paid for by Buyer, and all replacements thereof and materials fixed or attached thereto, shall be and remain the property of Buyer. All Buyer's property and, whenever applicable, each individual item thereof, will be plainly marked and otherwise adequately identified by Seller as being Buyer's property, will at Seller's expense be safely stored (separate and apart from Seller's property whenever practicable), and will be kept free of all liens, claims, encumbrances and interests of third parties. Seller shall be responsible for loss of and damage to Buyer's property. Seller will not substitute any property for Buyer's property, will not deliver or make available to any third party any of Buyer's property or any property or products developed, manufactured or created with the aid of any of Buyer's property and will not use any of Buyer's property or any property or goods manufactured, developed or created with the aid of Buyer's property, except in filling the orders of Buyer. Upon completion by Seller of the order, or upon the written request of Buyer at any time, Seller will prepare all Buyer's property for shipment and deliver such property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Buyer shall have the right, at all reasonable times, upon prior notice, to enter Seller's premises to inspect any and all Buyer's property and any property or goods manufactured, developed or created with the aid of any Buyer's property. Seller shall have such responsibility for Buyer's property as is chargeable to Seller by law by reason of its position as a bailee. Should Seller be unable to deliver Products pursuant to this Agreement, Buyer, by written notice, may vest in itself title to finished parts, raw materials or work in process associated with this Agreement, and Seller shall deliver all such material and other Buyer property to such location or locations outside its facility as may be designated by Buyer.

12. SPARE PART SUPPLY

12.1. The Seller undertakes to supply spare parts for a Product for a period of at least 10 years after the last order for such Product.

12.2. If individual components are discontinued by the Seller, Buyer must be informed of this without delay, but not less than 180 days before such discontinuance. Seller shall then grant Buyer the right to last orders during such 180-day period and provide support, at no cost, to Buyer finding alternate supply sources. Any orders placed before such 180-day notice remain unaffected.

13. BUSINESS CONDUCT AND COMPLIANCE WITH LAWS.

Seller represents and warrants that, in connection with this Agreement:

13.1. Seller has and shall comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the Regal Rexnord Corporation Supplier Code of Conduct available at Buyer's Seller Site (<http://www.regalrexnord.com/Suppliers/>) ("**Supplier Code of Conduct**"). Seller shall have management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations and the requirements set forth in the Supplier Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the Seller Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any Buyer initiated investigation involving Seller), disclosure (to Buyer and others as appropriate) and implementation of corrective actions for violations of law, regulations, this Agreement, an order, or the expectations set forth in the Seller Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the Supplier Code of Conduct.

13.2. Seller shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations, relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or other anti-corruption/anti-bribery convention, such as the Foreign Corrupt Practices Act (FCPA), as amended, the UK Bribery Act, regardless of whether Seller is within the jurisdiction of the United States or the UK; Seller shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a public official or any person in violation of any applicable laws, of any country, relating to anti-corruption or anti-bribery.

13.3. Seller has not and shall not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer by influencing such person with respect to the terms, conditions, or performance of any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

14. ENVIRONMENT, HEALTH AND SAFETY ("EHS").

14.1. Seller, all Deliverables provided by Seller, and any other actions or items provided to Buyer pursuant to this Agreement or an order shall comply with all applicable national, state, provincial, foreign and local laws, ordinances, rules, and regulations, relating to: (i) pollution control, (ii) waste management and disposal, (iii) hazardous substances, including, without limitation the European Directive 2011/65/EU of the European Parliament and of the European Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS"), and the European Regulation (EC) no. 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"); (iv) occupational health and safety, including, consumer product safety, (v) any other national, state, provincial, foreign and local laws, ordinances, rules, regulations and principles of common law dealing with protection of the environment, health and safety as now or hereafter amended, (the "**EHS Laws**").

14.2. Any Seller test reports or other test results, pertaining to tests performed pursuant to EHS Laws and related to the Deliverables or to Seller's compliance with EHS Laws, have been and/or shall be provided to Buyer as set forth in the terms of the order, or if not specified in the order terms, upon Buyer's request.

14.3. Seller shall comply with Buyer's EHS standards during Seller's performance hereunder and when at Buyer's jobsites, including without limitation, Buyer's jobsite safety rules; and if Seller is unable or unwilling to comply with such requirements, the order can be withdrawn without further recourse by Seller.

14.4. Seller shall release, indemnify and hold harmless Buyer against and from any and all loss, claims, actions or suits, including costs and attorney's fees resulting from, or arising out of or in any way connected with the breach, by Seller, of this Section 14.

15. EMPLOYMENT

Seller shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations, relating to employment practices, including those pertaining to: (i) Child Labour – Seller will comply with all applicable local and national child labour laws; (ii) Forced Labour – Seller will not use forced, bonded, prison, military or compulsory labour; (iii) Abuse of Labour – Seller will comply with all applicable local and national laws on abuse of employees and will not physically abuse employees' freedom of association and collective bargaining; (iv) Modern Slavery; (iv) Seller will comply with all applicable local and national laws on freedom of association and collective bargaining; (v) Wages and Benefits – Seller will comply with all applicable local and national wages and benefits laws including those on minimum wages and equal pay. (vi) Work Hours and Overtime – Seller will comply with all applicable local and national work hours and overtime laws.

16. DATA PRIVACY

Seller shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations, relating to data privacy, meaning laws relating to data privacy, trans-border data flow or data protection. Buyer processes personal data as described in the Global Privacy Policy which can be found at: <https://www.regalrexnord.com/privacy>.

Seller shall release, indemnify and hold harmless Buyer against and from any and all loss, claims, actions or suits, including costs and attorney's fees resulting from, or arising out of or in any way connected with the breach, by Seller, of this Section 16.

17. SUPPLY CHAIN ETHICS

17.1. Seller recognizes and commits to comply with the obligations arising from the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold (the "**Conflict Minerals**") originating from conflict-affected and high-risk areas, such as from the Democratic Republic of the Congo and adjoining countries. The Seller agrees to source the materials and components used in the Products sold hereunder or used to fabricate the Products only from: (i) smelters that have been certified as conflict free compliant by the Electronics Industry Citizenship Coalition and/or the Global e-Sustainability Initiative; or, (ii) conflict-free areas (i.e. countries that are not listed in the conflict zone as set forth in the regulations, either now or as they may be amended). Alternatively, the sourcing has been expressly pre-approved by Buyer in writing.

17.2. Seller recognizes and commits to comply with the obligations arising from the German Supply Chain Act („*Gesetz über die unternehmerischen Sorgfaltspflichten zur Vermeidung von Menschenrechtsverletzungen in Lieferketten*“), as applicable, and to support Buyer free of charge with the fulfilment of any obligations that might arise to Buyer.

17.3. Seller shall release, indemnify, and hold harmless Buyer against and from any and all loss, claims, actions or suits, including costs and attorney's fees resulting from, or arising out of or in any way connected with the breach, by Seller, of this Section 17.

18. DOCUMENTATION AND EXPORT CONTROL

18.1. The Seller shall provide Buyer with all documents that are part of the delivery (where relevant, manuals, maintenance schedules, drawings, dimension and data sheet, spare parts lists, etc.) in electronic form for national transactions at least in the language of Buyer's domicile or English, for international transactions in both, the language of Buyer's domicile and English.

18.2. The Seller shall inform Buyer of any duty to obtain a permit for (re)exports of its Products in accordance with Buyer's national, EU, UK, Australian and U.S. export and customs regulations as well as the export and customs regulations of the country of origin of its Products and raw materials, in its business documents. For this the Seller shall, at least in its quotations, order confirmations and invoices provide the following information together with the relevant items:

18.2.1. the export list number according to Appendix AL of the Buyer's national foreign trade regulations or comparable list items of applicable export lists.

18.2.2. for U.S. Products the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR).

18.2.3. the trade origin of its Products, raw material and parts of its Products including technology and software.

18.2.4. whether the Products were transported through the USA, made and stored in the USA or manufactured using U.S. technology.

18.2.5. the statistical commodity code (HS code) of its Products as well as a contact person in its company for the clarification of any queries by us.

18.2.6. if Products or technical data require any license for the export, included, but not limited to dual-use or military products.

18.3. At the request of Buyer the Seller shall inform Buyer about all further foreign trade data of the contractual Products and their components and inform Buyer immediately (before delivery of Products concerned by this) about all changes to the aforementioned data in writing. If Products are marked with an indication of origin, Supplier needs to provide evidence of the qualification of the actual origin.

18.4. The order is subject to all current applicable import; export control and sanctions laws, regulations, orders and requirements, including those of the United States where applicable. However, such laws and regulations may be amended from time to time including during the processing of an order/contract. If Buyer should fail to receive any necessary or advisable licenses, authorisations or approvals, even arising from inaction by any relevant government authority, or if any such licenses, authorisations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit the Buyer from fulfilling any order, or would in the reasonable judgement of the Buyer otherwise expose the Buyer to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the order, the Buyer shall be relieved without penalty of all obligations under the order.

19. FORCE MAJEURE AND DISASTER RECOVERY.

19.1. Neither Seller nor Buyer shall be liable for damages for any failure or delay in the performance of this Agreement or any order resulting from causes beyond its reasonable control that may include, but not be limited to, unforeseeable events such as acts of God, acts of Government, war, court order, riots, natural disasters, and labour strikes (a "**Force Majeure Event**"). Buyer may cancel without liability to Seller its purchase of any Deliverables affected by Seller's failure or delay in performance in the case of a Force Majeure Event. The party incurring the delay shall give timely notice to the other of any such event and shall use all reasonable efforts to avoid or remove the cause and resume performance with minimum delay. If requested by Buyer, the parties shall jointly prepare a contingency plan to address the potential impact of any such event. If a failure or delay in performance is caused by an event affecting any of Seller's suppliers, such failure or delay shall

not be excusable unless such event is a Force Majeure Event and the Product or Service to be provided by such Seller is not obtainable by Seller from other sources in time for timely delivery to Buyer.

19.2. Seller that is: (i) a sole source of supply; or (ii) providing Deliverables of which lead-time exceeds one hundred twenty (120) days, shall develop, and maintain a disaster recovery plan. The disaster recovery plan must include strategy and actions for recovery and continuation of business, related to production of Seller's Deliverables furnished under this Agreement, in the event of a disaster or emergency in order to prevent or limit interruption of supply of Deliverables. Seller shall furnish a copy of its disaster recovery plan to Buyer upon Buyer's request.

20. AUDIT RIGHTS

Upon reasonable notice, Buyer or its duly authorized representative shall have the right to audit at Seller's facility, or any of Seller's suppliers' or subcontractors' Seller's facilities, compliance with any of the provisions of this Agreement.

21. PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND APPLICABLE LAW, PARTIAL INVALIDITY

21.1. Any changes or amendments to a contract between Seller and Buyer shall only be valid if made in writing. This shall also apply to any deviation from these Terms and Conditions of Purchase and from this written form clause.

21.2. The Place of performance for all obligations and rights under this contractual relationship, unless specified otherwise in the order, shall be the business location of Buyer.

21.3. Place of Jurisdiction. For all disputes, including those of not contractual nature, arising out of, related or connected to this Agreement, the competent court shall be the court of the country and city, in which the Buyer has its legal seat. However, Buyer shall also be entitled to sue the Seller at the court of its place of business.

21.4. Applicable Law. All legal relationships between the Parties shall be ruled exclusively by the law of the country in which the Buyer has its principal place of business with exclusion of its conflict of laws provisions and CISG.

21.5. Only Buyer shall be entitled to cede, assign and transfer any or all of its rights and obligations in terms of this Agreement to any of its affiliates.

21.6. If individual provisions of this Contract or the delivery transaction should be or become invalid or impracticable in whole or in part, then the validity of the remaining provisions or the remaining parts of such provisions is unaffected thereby. The invalid or impracticable clause(s) shall be replaced by provisions the legal and commercial effects of which are as close as possible to what the consequences of the invalid and impracticable clause(s) had been had they been valid and practicable.

Appendix 1: Particular Terms and Conditions of Purchase for France

In addition to the contractual terms abovementioned, in case the Buyer is located in France, any relation between the Seller and the Buyer are subject to the specific terms as follows:

3.5. In case of a delay in delivery Buyer shall be entitled, without prejudice to the right to claim further damages or to terminate the order, to demand liquidated damages of 0.5% of the delayed portion of the delivery per day of delay. Buyer undertakes to notify the SUPPLIER of its reservation of liquidated damages at the latest within thirty (30) working days counting from the receipt of the delayed delivery. Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Deliverables on

the delivery date. In any case, liquidated damages shall be applied in compliance with Article L.441-17 of the French Commercial Code.

Section 4.5. is not applicable under French law.

9.1. Buyer may terminate, for its convenience, all or any part of this Agreement at any time by a reasonable written notice to Seller. In such case, Buyer's sole obligation will be to pay for completed Deliverables that are delivered to Buyer. Notwithstanding anything to the contrary in the previous sentence, Buyer will not be obliged to pay for any Deliverables in excess of that which would be delivered to Buyer in the "Lead Time Period" for the terminated Deliverables. The Lead Time Period for each terminated Deliverable will commence on receipt of Buyer's notice of termination and end upon the expiration of the lead-time specified for a Deliverable. If no lead-time is specified for a Deliverable, the lead-time will be a reasonable average actual lead-time under normal delivery circumstances for that Deliverable. In no event shall costs associated with, or anticipated profit or overhead, on unperformed work be payable to Seller.

Section 21.5. is not applicable under French law.

All other Sections or provisions of the Terms and Conditions of Purchase shall remain fully valid and applicable.

Appendix 2: Particular Terms and Conditions of Purchase for Australia

In addition to the contractual terms abovementioned, in case the Buyer is located in Australia, any relation between the Seller and the Buyer are subject to the specific terms as follows:

Section 8.1(ii) is not applicable.

All other Sections or provisions of the Terms and Conditions of Purchase shall remain fully valid and applicable.

Section 9.1 is deleted and replaced with the following:

9.1. Buyer may terminate, for its convenience, all or any part of this Agreement at any time on 30 days written notice to Seller. In such case, Buyer's sole obligation will be to pay for completed Deliverables the subject of an order provided by the Buyer to the Seller and accepted by the Seller in writing prior to the date of termination.

Appendix 2: Particular Terms and Conditions of Purchase for Italy

As provided by article 1341 of the IT civile code the Buyer expressly approves the following articles:

2. ORDER PLACEMENT AND TECHNICAL DOCUMENTS.
3. DELIVERY
4. PRICES AND PAYMENT
5. WARRANTY AND PRODUCT SUPPORT.
6. MATERIAL DEFECTS – INSPECTION
8. INDEMNIFICATION AND PRODUCT LIABILITY
9. TERMINATION
10. CONFIDENTIALITY

11. BUYER'S PROPERTY
12. SPARE PART SUPPLY
13. BUSINESS CONDUCT AND COMPLIANCE WITH LAWS.
14. ENVIRONMENT, HEALTH AND SAFETY ("EHS").
15. EMPLOYMENT
16. DATA PRIVACY
17. SUPPLY CHAIN ETHICS
18. DOCUMENTATION AND EXPORT CONTROL
20. AUDIT RIGHTS
21. PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND APPLICABLE LAW,
PARTIAL INVALIDITY