

GENERAL TERMS AND CONDITIONS OF PURCHASING FOR BOSSARD IRELAND

Unless the Purchase Order expressly provides otherwise, it is limited to these Terms and Conditions. Buyer hereby objects to any additional or different terms proposed by Seller in any quotation, acknowledgment or other document. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the Terms and Conditions of the contract between the parties. Any additional terms in any proposal, quotation, invoice, acknowledgement or other communication from Seller are hereby objected to and rejected and are not binding on Buyer.

These Terms and Conditions have been established to ensure that purchased materials, services, tooling and equipment comply with the requirements of Bossard Ireland and AS EN 9120. It is the policy of Bossard Ireland to implement effective controls to ensure all purchases are made from Approved Sellers, who adhere to these Terms and Conditions.

By the acceptance of these Terms and Conditions, the Seller represents that it has not participated in any conduct that violates the Standards of Business Ethics and Conduct of Bossard Ireland, alternatively, equivalent Business Ethics and Conduct of Seller. If, at any time, Buyer determines that Seller is in violation of the applicable Standards of Business Ethics and Conduct, Buyer may cancel any agreement made upon written notice to Seller and Buyer shall have no further obligation to seller.

1. ACCEPTANCE AND MODIFICATIONS

These Terms and Conditions are made part of the attached Purchase Order or release («Offer») issued by Buyer to the supplier identified in the Offer («Seller»), to purchase certain goods, tooling and/or services («Products»). The Offer is binding on the parties when Seller (1) returns written acceptance, (2) makes any shipment of products to Buyer, or (3) accepts the Offer in any other manner. Seller shall be deemed to accept the Offer unless it notifies Buyer otherwise within three (3) business days of receipt. Seller shall notify Buyer immediately if it is unable to fulfil any terms of the Offer. Quantities and dates in a blanket Purchase Order («BPO») are for forecasting purposes only and are not binding on the parties. From time to time, Buyer may issue releases under a BPO that commit the parties to specific quantities and delivery dates. The terms of the accepted Offer, as modified by any written supply agreement, shall constitute the entire agreement between the parties («Agreement»).

It is the responsibility of the Seller to ensure that these Terms and Conditions are followed and flowed down where necessary. Any deviations must be requested in writing to the Quality Manager prior to acceptance of the Purchase Order. Any deviations to the agreed delivery or price must be notified to the buyer as soon as practicable to ensure there is no impact from this deviation.

2. PACKING AND CARTAGE

No charge for packing or cartage will be allowed except as stated herein.

3. SHIPMENT

If the goods are not shipped in accordance with Buyer's direction and the instructions set out in this order, Seller shall pay to Buyer any excess cost occasioned it thereby.

4. DUTY DRAWBACK RIGHTS

This order includes all related customs duty and import drawback rights (including Rights developed by substitution and rights which may be acquired from Seller's suppliers) if any, which seller can transfer to buyer. Seller agrees to inform buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

5. BILLING

Seller shall issue invoices, bills of lading, and packing lists in accordance with Buyer's requirement. Such documents shall include Seller's packing list number, Buyer's order number, part number, item number, invoice quantity, lot number, and unit of measure. Seller's invoices shall also include unit price and total invoice amount, with any tax and freight charge itemized. Time periods for payment and discounts shall begin upon receipt of both conforming Product and invoice. Pricing shall be firm fixed, however, if Seller sells Products to others in like quantities at a price less than that set forth in the Agreement, Seller shall make comparable prices available to Buyer.

Payment will be made in line with Purchase Order schedule only. Early delivery will only be accepted if agreed prior to goods being delivered.

Taxes/Customs

Seller shall be solely liable for any taxes, duties, customs or assessments in connection with the sale, purchase, transport, use or possession of Products, exclusive of sales tax. If Seller improperly exports or imports Products, Seller shall be responsible for all penalties, fines, assessments or costs Buyer incurs.

6. EXCESS GOODS

Unless Bossard and Seller have otherwise mutually defined in writing,

- Seller shall be bound by the arrival dates and delivery quantities stated by in the Accepted Order/s, and
- Delivery Quantities shall be exactly as stated on the Purchase Order with no excess or shortage allowances, unless otherwise authorised in writing by Buyer

The arrival date will be defined per the delivery terms agreed with the Buyer. Depending on these terms, it can be the date on which the Parts are made available for pickup, or alternatively, delivered, to the designated location.

7. FABRICATION AND MATERIAL COMMITMENTS

Where applicable, unless otherwise authorized in writing by Buyer, Seller shall not make commitments for materials nor fabricate in advance of time necessary to permit shipment on delivery dates.

8. CANCELLATION

Buyer may cancel any order at any time. If cancelled Products were stock merchandise, Buyer's sole liability shall be to pay for Products shipped pursuant to the Agreement prior to cancellation. If cancelled Products were manufactured to Buyer's specifications, then, upon notice, Seller shall cease all performance related to such Products, unless otherwise directed by Buyer, and, provided Seller is not in default, Buyer shall pay Seller its actual costs for work and materials applicable solely to the cancelled products that were reasonably expended, within the lead times of the Agreement, prior to Seller's receipt of notice of cancellation. Upon such payment, title to any work, materials and Products shall pass to Buyer.

9. DELIVERY

Buyer is not required to notify Seller of intent to purchase, confirm quoted pricing or any other quoted terms, or make any other notification to Seller prior to placing an order for goods and/or services.

TIME IS OF THE ESSENCE as to Seller's supply of Products and Seller shall be responsible for any related damages, including but not limited to any costs of non-delivery, delay, cover, shortage, overage or line stoppage. All Products shall be delivered in the quantities, to the location(s) and on the date(s) set forth in the Agreement within the specified lead times. Products received in advance may be held or returned at Seller's risk and expense. If Product is

held, Buyer's obligations shall run from scheduled delivery dates. Seller shall immediately notify Buyer of any anticipated failure to timely deliver Products and Buyer may cancel or reschedule such order(s).

10. INSPECTION AND ACCEPTANCE

The Seller shall carry out all inspection, testing and verification in accordance with contract or Purchase Order requirements. The inspection required shall include, as applicable, receiving inspection, process inspection, special processes, final inspection and first article inspection. Inspection status of parts shall be clearly detectable during all stages of manufacture ensuring only products which have passed the required inspections and testing being supplied. Inspection and testing reports shall be made available upon request. Only qualified or competent personnel shall perform inspection and testing.

The Seller shall identify, control and monitor any critical items, special requirements or key characteristics identified within the drawing pack, dataset, material or process specification

Inspection and test of the articles by the Buyer may, at Buyer's exception, be made at Seller's plant and/or the point of destination. At the Buyer's option the Buyer may make a surveillance of the Seller's inspection, quality and reliability procedures as well as the data supporting same. Acceptance of the goods by Buyer shall not relieve Seller from any of its obligations and warranties hereunder. In no event shall payment or transfer of title constitute acceptance.

Acceptance of the Purchase Order is acknowledgement that all products & services are to be provided with full traceability to the relevant technical data (e.g. specifications, drawings, process requirements and work instructions). All data MUST be verified to the correct issue prior to the supply of the requested product or service.

11. QUALITY AND WARRANTY

Seller expressly warrants that all the goods, articles, material and work covered by this Order will conform to the specifications, drawings, samples or other description furnished or expressly adopted by the Buyer or Buyer's customer, and will be of good material and workmanship and free from defects, including defect in design (if Seller's design) and, if custom designed by Seller for the application Buyer specified, be comparable in quality to similar custom goods sold for similar applications and if the articles are not ordered to Buyer's specifications, Seller further warrants that they will be merchantable and fit and sufficient for the purpose intended. Seller also expressly warrants that all susceptible products (as documented in

ISO 4042) shall be free from hydrogen embrittlement. Seller further warrants that all the goods, articles and work covered by this Order, including but not limited to components and material furnished from or incorporation into finished goods or for distribution as services parts will be free of asbestos or other hazardous substances.

Quality

Seller, at its expense, shall supply Products in accordance with good manufacturing practice and in compliance with Buyer's specifications and quality assurance requirements. Products are subject to inspection and acceptance at Buyer's location notwithstanding any prior payment.

Non-conforming Products will be held or returned at Seller's risk and expense. No sorting and retrofitting of Products shall be performed on Buyer's premises without prior approval. Seller shall not repair or replace non-conforming Products unless Buyer so directs. Buyer may, from time to time, inspect and audit the operations of Seller, its subcontractors or vendors. Upon notice to Seller, Buyer may maintain personnel at any Product production site to monitor quality, which Seller agrees to facilitate.

The Seller shall ensure a system is established to control the identification, storage, protection, retrieval, retention and disposition of all records for viewing upon request. Records shall be retained for a minimum period of 30 years.

The Seller will have a documented process to review all quotations and Purchase Orders received from Buyer, including requests for amendments.

The Seller will ensure that all supplied products or services are carried out by competent/qualified personnel.

All written and oral communications including specifications, procedures and reports shall be in English. Transfer of electronic data shall be through a secure network or password protected email.

The use of statistical techniques for process control and product acceptance are recommended to promote continuous improvement in quality, service, delivery, value and environmental management. Examples may include, but are not limited to:

- Failure Mode and Effects Analysis
- Parts per million
- Control charts
- Pareto charts

The Seller shall have in place a system to control, detect and prevent FOD. The Seller shall also prevent and mitigate the use of counterfeit parts to ensure counterfeit part is not delivered to Buyer. If the Seller becomes aware or suspects that it has furnished counterfeit parts to Buyer, the

Seller shall notify Buyer immediately. Any counterfeit part identified by Buyer shall be scrapped immediately on site upon informing the Seller.

Bossard Ireland evaluate Sellers based on quality, delivery and cost. Any concerns arising from the evaluation will be notified in writing to the Seller.

12. DEFECTIVE GOODS

If any of the goods fail to meet the warranties contained in Paragraph 11, Seller, upon notice thereof from Buyer, shall promptly correct or replace the same at Seller's expense. If Seller shall fail so to do, Buyer may cancel this Order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to seller, all such goods will be held and at Seller's direction shall return such goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment for such goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense. If any field problem occurs in Buyer's customers' products as a result of a nonconformity in the goods provided under this Order and is sufficiently serious and widespread to threaten the marketing of Buyer's customers' end products or the reputation of Buyer or Buyer's customers or poses a previously unforeseen safety hazard or causes any governmental agency, including without limitation to Consumer Product Safety as laid out by the European Commission, to require a change in the end product; such that a recall or product repair or rework project (in-house or in the field) is a reasonable corrective action, Buyer shall be entitled to recover from Seller all costs and expenses reasonably incurred by Buyer and Buyer's customers in taking such corrective action. Seller shall immediately notify Buyer of any actual or suspected defect in a Product, or other matter that may affect the safe or proper operation of a Product or use in a Buyer's Product. Seller shall promptly provide all relevant information to Buyer and cooperate fully with the investigation and any rework, field retrofit or recall. Failure to do so may result in removal from Bossard Ireland Approved Vencor List. Seller shall be responsible for all costs incurred by Buyer due to any Product defect, recall retrofit or other related action.

13. MANUFACTURING CHANGES, SUBCONTRACTORS, & TRACEABILITY

The Seller shall give the Buyer advance notice in writing of all specification design part number and other identification changes, as well as major changes in process procedure or changes in the location of the manufacturing plant or place of

performance, made by the Seller applying to goods covered by this Order. No changes to specifications, manufacturing processes, subcontractors, or locations may be made without the written consent and approval of Buyer. If subcontracting is approved by Buyer, it is duly noted that any Terms and Conditions of the subcontract are solely between the Seller and Seller's subcontractor; Buyer holds Seller accountable to the Terms and Conditions contained herein. Furthermore, if Buyer gives permission to Seller for subcontracting, no change in subcontractor or subcontractor's process, procedure, or change in location of subcontractor's manufacturing plant or place of performance can be made without written consent of Buyer. Traceability of all manufacturing lots must be identified, and its integrity maintained throughout all manufacturing processes, contracted operations, and packaging. Lot definition, purity, identity, and traceability shall conform to the requirements specified in ASME B18.18 (latest edition).

Where requested, the relevant approvals are to be annotated on certificates of conformity/release notes and must include the Sellers' approval number.

All release documents shall be identified by a unique document number for traceability and must be signed by an approved signatory nominated by the Seller.

14. SAFETY

The Seller shall plan, implement and control all processes needed to assure product safety during the entire product life cycle, as appropriate to the organization and the product. Examples of these processes include:-

- Assessment of hazards and management of associated risks
- Management of safety critical items
- Analysis and reporting of occurred events affecting safety
- Communication of these events and training of persons.

The Seller will comply with all provisions of Consumer Product Safety as laid out by the European Commission with respect to the goods. If Seller, Buyer, or Buyer's Customer determines in its reasonable discretion that reporting to the Consumer Product Safety Commission (hereinafter the «Commission») is warranted, Seller will prepare and submit such report. Seller agrees to provide copies to Buyer and Buyer's Customer of all correspondence to and from the Commission with respect to the Goods. In the event the Commission requires a corrective action plan with respect to the Goods, or if Seller, Buyer, or Buyer's Customer determines in its reasonable discretion that a corrective action plan is required,

without regard to any proceeding or determination by the Commission, Seller will conduct such corrective action plan at its own expense in such reasonable manner as is determined by the Seller (but subject to the approval of Buyer, which approval will not be unreasonably withheld) and as will satisfy the requirements of the Buyer. Nothing contained in this paragraph will prevent Buyer or Buyer's Customer from taking any actions that may be required of it or from communication directly with the Commission with respect to the Goods.

15. INDEMNITY

Seller shall protect, defend, hold harmless and indemnify buyer and its officers, directors, employees, agents, successors, and buyers customers, («indemnified persons»), from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses and attorney's fees (the «LOSS»), which an indemnified person may incur in anyway related to the product including but not limited to injury, loss or damage of any kind claimed by a third party and caused by or arising from or alleged to have been caused by or arise from, 1) infringement of any patent or copyright, or 2) wrongful use of third-party trade secret or propriety information or 3) Seller's negligence, or material breach of this Order (including without limitation a Nonconformity in a Good provided under this Order) for or on account of the manufacture, sale, offer for sale, or use of any Goods furnished hereunder. Buyer shall cooperate in, but not be responsible for paying for the investigation and defense thereof. Seller shall reimburse Buyer and Buyer's customers for any expenses that Buyer or Buyer's customer incurs in connection with the investigation and defense of the Loss. Buyer and the party against whom suit is brought may be represented by their own counsel in any such suit at Sellers expense. Seller shall defend at its expense, any suit brought against Buyer for the infringement or alleged infringement of any patent or copyright for or on account of the manufacture or sale of any goods furnished hereunder and shall pay all damages and cost awarded therein against Buyer or Buyer's customer. Except as maybe otherwise expressly agreed to in writing between Buyer and Seller in no case shall Buyer indemnify or hold harmless Seller against any claim for personal injury, property, incidental, consequential, or special damages (or attorney's fees with respect thereto) arising out of or resulting from improper or defective design, material or workmanship in goods purchased from Seller hereunder. Seller having insurance as required in this Order shall in no way be interpreted as relieving Seller of any

responsibility under this Section. This Section shall survive termination, cancellation, or expiration of this Order.

16. INSURANCE REQUIREMENTS

Seller will maintain and provide proof of insurance coverage as established by Buyer.

17. BAILMENT

Machinery, equipment, tools, jigs, patterns, drawing, specifications and samples furnished to Seller by Buyer on other than a charge basis shall be held by Seller as upon bailment and upon the completion of this Order shall be returned to Buyer or otherwise satisfactorily accounted for. Seller, at its expense, shall insure all such items for the reasonable value thereof against loss or damage of any kind.

18. CERTIFICATION

Seller, hereby certifies that it will fully comply with UN Convention of Human Rights
Seller will comply to Bossard Supplier Code of conduct as outlined.
Bossard Supplier Code of Conduct

19. APPLICABLE LAWS

These Terms and Conditions are governed by Irish law. The rules governing conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods are excluded. The registered office of Bossard Ireland shall be the sole place of jurisdiction.

20. PACKAGING AND LABELING LAWS

Seller shall package and label the goods and their containers in accordance with all applicable local, labeling laws and regulations in effect in the place to which the goods are shipped or as specified otherwise by Buyer, in absence of laws regulating the labeling of hazardous substances, Seller shall label such substances or their containers in accordance with European Chemicals Agency (ECHA) labeling laws.

21. SPECIAL TOOLS

Unless otherwise stated, all special tools, dies, jigs, patterns, machinery and equipment needed by Seller for the performance of this Order shall be obtained by Seller at its expense and shall be the property of the Seller.

22. ASSIGNMENT

Seller shall not assign or subcontract any of its rights, duties or obligations hereunder without Buyer's written consent. Such consent shall not relieve Seller of its obligations under the Agreement. Buyer may assign this Order and its interest therein to any affiliated corporation or to

any corporation succeeding to Buyer's business without the consent of Seller. Seller may not subcontract any portion of the manufacturing of the product to any other party without express written permission of Buyer.

23. TAXES

Unless otherwise stated, the prices do not include sales, use, excise, and similar taxes applicable to the goods furnished hereunder or the materials used in the manufacture thereof. All such taxes and charges, if applicable, shall be shown separately on Seller's invoices.

24. REMEDIES

All remedies herein are cumulative and in addition to all rights and remedies provided by law or equity. Without limiting the foregoing, buyer may require Seller to refund the purchase price for, repair or replace at Buyer's option and at Seller's expense, any Product (or re-perform any service) that fails to comply with the Agreement, regardless of such Product's location.

25. CONFIDENTIALITY

This document and any material transmitted herewith may contain information proprietary to Buyer, its customers, subsidiaries or affiliates and such information is not to be used by the recipient for any purpose other than the purpose for which it was transmitted. The information shall be maintained in confidence and not disclosed to third parties without the written consent of the sender. Seller will execute a Non-Disclosure Agreement as required by Buyer.

26. CUSTOMER'S PROPERTY

Buyer shall have sole ownership of all right, title and interest in any items, materials or works of authorship produced by Seller as a result of the services performed by Seller for Buyer hereunder. Seller hereby irrevocable assigns all copyrights in such items, materials or works of authorship to Buyer.

27. SAFETY

Any person(s) performing work in Buyer's plant must comply with «Factory Safety Regulations».

28. RIGHT TO AUDIT CLAUSE

The Seller shall upon reasonable request and during reasonable business hours, make available for examination and reproduction by Buyer and its duly authorized agents such books, records and invoices of Seller as may be necessary to perform an audit of costs, quality records, process controls, and other items relevant to the terms of this Order.

Such audits may be performed while this Order is in effect or within five years after its termination. Seller recognizes that Buyer sells goods to Buyers

customers and that Buyers customers may wish to inspect the Sellers manufacturing and product facilities. Seller agrees to Buyers and Buyers customers inspections of Sellers facilities as Buyer shall request.

29. INDEPENDENT CONTRACTOR

Seller is an independent contractor. All individuals that seller assigns to perform services are Seller's employees. Nothing in this Order and no conduct, communication, trade practice or course of dealing shall be interpreted or deemed to create any partnership, joint venture, agency or fiduciary relationship between parties or their subsidiaries or affiliates.

30. RIGHT OF OFFSET

Upon written notice any sum payable to Seller by Buyer under this order maybe set off by Buyer against any sum payable to Buyer by Seller under this order or other agreements between Buyer and Seller.

31. SANCTIONS

In performing its obligations hereunder, Seller shall comply with all applicable trade sanctions regulations (hereinafter referred to as «Sanctions»), or similar requirements establishing export or trade controls for:

- products, services, software, or technology;
- trade with restricted countries, persons and entities; or
- transfer of payments.

Such Sanctions include without limitation:

- the U.S. Export Administration Regulations (EAR) administered by the U.S. Department of Commerce's Bureau of Industry and Security (BIS), the European Council Regulation 428/2009 on Dual-Use Items (as amended); and
- the economic sanctions implemented by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the European Union, the Office of Financial Sanctions Implementation of HMer Majesty's Treasury - United Kingdom (UKHMT OFSI) and/or the Hong-Kong Monetary Authority (HKMA).

32. DATA PROTECTION

The Seller shall at all times comply with all of its obligations pursuant to applicable laws and regulations of any relevant jurisdiction (including the European Union) relating to data protection and data security (hereinafter referred to as the «Data Regulations»), and shall not do anything which causes Bossard (or any of its affiliates) to

incur any liability, fine or penalty in connection with such laws and regulations.

The parties shall cooperate to enable each other to comply with the Data Regulations.

33. CONFLICT MINERALS

Seller warrants that Goods supplied to Bossard do not contain any Conflict Minerals as described under US Dodd-Frank Act Section 1502.

34. OTHER

At times, Bossard Ireland may require its suppliers to provide information pertaining to raw materials and raw material suppliers. Upon request, Sellers will be expected to supply this information as expeditiously as possible or as otherwise directed. This information includes, but is not limited to, the following component material categories:

- Automotive
 - a) RoHS
 - b) REACH
 - c) IMDS
- Medical
 - a) RoHS
 - b) REACH
 - c) EU MDR
- Aviation
 - a) RoHS
 - b) REACH
- General
 - a) RoHS / WEEE
 - b) REACH
 - c) Prop 65