

General Terms and Conditions of Purchase

1. Scope

1.1 The Terms and Conditions shall be applicable to all purchases and shall be incorporated into all Purchase Orders (as that term is defined below) made or issued

4.2 The Supplied Goods shall be manufactured, sold and shipped in compliance with

documents reasonably requested by Buyer in order to perfect, register or enforce the same. Buyer shall reimburse any associated costs incurred by Supplier in providing such assistance.

5.2 In all circumstances where Section 5.1 does not apply, the provisions set out below shall apply to the Supplied Goods:

5.2.1 Supplier shall provide to Buyer any relevant technical information relating to the Supplied Goods (the "Technical Information"). The Technical Information provided to Buyer by Supplier shall not be subject to any use or disclosure restriction.

5.2.2 Supplier agrees not to assert any claim against Buyer, Buyer's customers or their respective suppliers with respect to any Technical Information.

5.2.3 If a third party alleges that the Supplied Goods infringe any intellectual property rights or misuse confidential information, Supplier, at no expense to Buyer, shall obtain for Buyer and its customers, a license to manufacture, use and sell the Supplied Goods or shall substitute an equivalent item acceptable to Buyer, and shall reimburse Buyer for any costs incurred related to this sub-section 5.2.3.

6. Packaging and Transport

6.1 Unless otherwise provided in a Purchase Order, the Supplied Goods must be packed and packaged to ensure their safe delivery in accordance with the Purchase Order, the Terms and Conditions, industry standards and, where incorporated in the Purchase Order or advised separately, Buyer's packaging specifications. Buyer may, at any time upon reasonable notice, change packaging or transport requirements.

8.3 Buyer's rights and remedies hereunder are in addition to its rights and remedies implied by statute and law.

8.4 Notwithstanding Section 7.1, Buyer shall not be deemed to have accepted the Supplied Goods until it has had ten (10) days to inspect them following delivery. Buyer shall also have the right to reject the Supplied Goods as though they had not been accepted for ten (10) days after any latent defect in the Supplied Goods becomes apparent to Buyer.

9. Risk of Loss.

9.1 Risk of loss with respect to the Supplied Goods shall remain with Supplier until the Supplied Goods have been delivered to Buyer, or an agent or consignee duly designated by Buyer, as indicated on the Purchase Order.

10. Ownership of the Supplied Goods.

10.1 Notwithstanding Section 9, all right, title and interest in and to the Supplied Goods shall be transferred to Buyer immediately upon completion of delivery in accordance with the Purchase Order. The passing of ownership in the Supplied Goods is without prejudice to any right of rejection to which Buyer may be entitled hereunder or otherwise. Supplier shall not impose or permit to be imposed any lien, encumbrance or security interest or similar reservation of title on the Supplied Goods.

10.2 If Buyer purchases or finances all or part of the raw materials or semi-finished products for incorporation into the Supplied Goods, the raw materials and semifinished products shall become the property of Buyer immediately upon payment. Supplier, as bailee, shall identify the raw materials and semi-finished products by plainly marking them as Buyer owned property.

10.3 All supplies, materials, tools, jigs, dies, gauges, fixtures, moulds, patterns, equipment, ancillary products, plant and machinery and other items (collectively "Tools") purchased by or furnished by Buyer, in whole or in part, or by third parties on Buyer's behalf, to Supplier under these Terms and Conditions, or for which Supplier has been reimbursed by Buyer, shall remain the property of Buyer and shall not be pledged to any third party. Supplier shall provide Buyer with drawings, technical specifications, failure mode and effects analysis (FMEA's) and control plans for the Tools. Supplier shall bear the risk of loss and damage to the Tools and shall indemnify Buyer against any loss or damage to the Tools while they are in the possession, custody or control of Supplier, its employees, agent or sub-contractors. The Tools shall at all times (a) be properly stored, operated and maintained by Supplier, (b) not be used by Supplier for any purpose other than the performance of these Terms and Conditions, (c) be deemed to be personal property of Buyer, not a fixture, (d) be conspicuously identified as property of Buyer with relevant part numbers, (e) not be commingled with other property of Supplier or with a1-078 (a t)-216 (hi)-0.8ds and d cusspapde.7 (w)-0.8 (-4 (at)-7.3 lt)-7.3 m-0.7 (f)-d-14.8 (oper)

10.4 Supplier shall insure the Tools for damage or loss (including theft) in an amount not less than replacement value and shall maintain general liability insurance regarding operation of the Tools in amounts and coverage reasonable in the circumstances and acceptable to Buyer.

10.5 Upon the request of Buyer, the Tools shall be delivered to Buyer by Supplier, either (a) D.D.P Incoterms 2010 Buyer's facility properly packed and marked in accordance with the Terms and Conditions and requirements of the carrier selected by Buyer, or (b) to any location designated by Buyer, provided that Buyer shall pay Supplier the reasonable cost of delivering the Tools to the location. Buyer has the right to enter Supplier's premises at all reasonable times to inspect the Tools and Supplier's records with respect to the Tools.

10.6 Supplier agrees to check carefully and approve all Tools supplied by Buyer prior to use. Supplier shall assume responsibility for all risk, loss, damages, death, personal injury or expenses arising, either directly or indirectly, from its use, maintenance, repair of the Tools, including any interruption of service or loss of business, profits or any other indirect, special or consequential damage.

11. Express Warranty.

11.1 Supplier expressly warrants that (a) the Supplied Goods shall strictly conform to the Purchase Order, including instructions, advertisements, statements on containers or labels, descriptions and samples, then current release/revision levels of specifications and drawings, (b) the Supplied Goods shall be free from defects in workmanship and material and shall be new and of the highest quality, (c) Buyer shall receive title to the Supplied Goods that is free and clear of any liens and encumbrances, (d) the Supplied Goods do not infringe any patents, copyrights, trademarks or other intellectual property rights or misuse any third party confidential information, (e) the Supplied Goods shall be merchantable, safe and fit for any purpose intended by Buyer or Buyer's customer, including the specified performance in the component, system, subsystem and environment in which the Supplied Goods is or reasonably may be expected to perform (f) that all services will be provided using reasonable care and skill, and (g) Supplier's performance shall be in strict accordance with these Terms and Conditions.

11.2 If Supplier's work under these Terms and Conditions involves operations by Supplier on Buyer's or its customers' premises, Supplier shall take all necessary precautions to ensure the health and safety and prevent injury to any person or property during the progress of such work. Except to the extent that it would be unlawful for Buyer to exclude or restrict its liability, Buyer shall not be liable for:

- (a) any injury, damage or loss sustained by Supplier's employees, agents or permitted sub-contractors (or similar) whilst on the premises of Buyer or its customer; or
- (b) any damage or loss arising out of the use of any lifting tackle, scaffolding, crane facilities, ladders or other apparatus or equipment of any kind belonging to

Supplier in connection with the delivery of the Supplied Goods under the Purchase Order and these Terms and Conditions.

11.3 The warranties in this Section 11 shall be in addition to all other warranties afforded to Buyer by operation of law (including, without limitation, title 1, 7 and 12 of Book 7 of the Dutch Civil Code (as amended) or by industry standards, except that no course of dealing or usage of trade shall be applicable unless expressly incorporated into these Terms and Conditions in writing and signed by the parties.

11.4 These warranties shall survive the expiration or termination of the Purchase Order (incorporating these Terms and Conditions) and shall apply to Buyer, its successors, assigns, customers and the end-users of Buyer's Supplied Goods. These warranties may not be limited or disclaimed by Supplier.

11.5 Buyer's approval of Supplier's design, material, process, drawing, specifications or the like for the Supplied Goods shall not be construed to relieve Supplier of strict compliance with the warranties in this Section 11.

11.6 If Buyer, its customers or the manufacturer of any finished product on which the Supplied Goods, or any parts, components or systems incorporating the Supplied Goods, are installed, voluntarily or pursuant to a government mandate, recalls the Supplied Goods or any such finished product (a "Recall"), Supplier shall nonetheless be liable for costs and damages associated with the Recall to the extent that the costs and damages are based upon a reasonable determination that the Supplied Goods fail to conform to these Terms and Conditions.

12. Indemnification.

12.1 To the fullest extent permitted by law, Supplier shall indemnify, hold harmless and defend Buyer and its affiliated companies, their directors, officers, employees, agents and customers ("Indemnitees") from and against any direct, indirect or consequential liabilities, loss, damages, demands, costs, expenses, suits, legal actions, claims, investigations, or any threat of the same, and all other obligations and proceedings, including without limitation, all judgments rendered against, and all fines and penalties imposed upon Indemnitees, and any cost incurred in connection therewith (including but not limited to legal and other professional fees, loss of profit, loss of business, diminution of goodwill, loss of reputation, and like loss) ("Liabilities") arising in connection with:

12.1.1 a breach by Supplier of the Purchase Order, these Terms and Conditions, or any other obligation implied by legislation (including, without limitation, title 1, 7 and 12 of Book 7 of the Dutch Civil Code(as amended) ;

12.1.2 defective workmanship, quality or materials;

12.1.3 an infringement or alleged infringement of any intellectual property rights of any person caused by the use, manufacture

or supply of the Supplied Goods, to the extent that the claim is attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; and

12.1.4 any claims made or threatened against Buyer (including, without limitation, liability for loss, damage, death, personal injury, damage to property, cost or expense) arising out of, or in connection with, the manufacture, delivery, supply or any use made of the Supplied Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Purchase Order or these Terms and Conditions by Supplier, its employees, agents or subcontractors.

12.1.5 any damage or loss arising in connection with the use of any lifting tackle, scaffolding, crane facilities, ladders or other apparatus or equipment of any kind belonging to Supplier in connection with the delivery of the Supplied Goods under the Purchase Order and these Terms and Conditions.

12.2 Notwithstanding this Section 12, Supplier's obligation to indemnify Buyer shall not apply to any Liabilities arising from Buyer's sole negligence.

12.3 This Section shall survive the termination of any Purchase Order relating to the Supplied Goods and/or these Terms and Conditions.

12.4 Buyer's rights and remedies under these Terms and Conditions are in addition to its rights and remedies implied by statute and law.

13.

Supplied Goods, or use any trademarks or trade names of Buyer in Supplier's advertising or promotional materials.

16.7 The confidentiality requirements in this Section 16 shall be maintained for the duration of performance under the Purchase Order and for a period of five (5) years thereafter.

17. Termination

17.1 Buyer reserves the right to revoke its offer or terminate a Purchase Order without liability to Supplier at any time before Buyer receives actual notice of Supplier's acceptance.

17.2 Buyer reserves the right to terminate any Purchase Order, in whole or in part, at any time before delivery upon four (4) weeks' written notice and without liability, whereupon Supplier shall: (a) discontinue all work on the Purchase Order; and (b) upon request by Buyer, transfer title and deliver all finished goods, work in process and/or raw materials which Supplier produced or acquired in connection with such Purchase Order. Such termination shall not constitute a default by Buyer. In the event of termination under this Section 17.2, Supplier shall be reimbursed for (a) the Purchase Order price for all finished goods or performed services which conform to the Purchase Order and are delivered to Buyer, and (b) Supplier's reasonable actual cost of work in process or raw materials which Supplier produced or acquired in connection with such Purchase Order and which Supplier cannot reasonably use in its operations within ninety (90) days after the date of termination. Supplier shall furnish any claim for reimbursement of costs within thirty (30) days after termination or any such claim shall be deemed to have been waived. Supplier shall not be paid for any work performed after receipt of the notice of termination, or for any costs which Supplier could reasonably have avoided or that were not authorized pursuant to a valid Purchase Order or material release by Buyer. Buyer's obligation to Supplier upon termination under this Section 17.2, if any, shall be limited to the express provisions of this Section. Without limiting the foregoing, in no event shall Buyer be liable for any lost profits, cancellation charges, or incidental or consequential damages.

17.3 Buyer may terminate the Purchase Order with immediate effect and without liability by giving written notice to Supplier if:

17.3.1 Supplier commits a material breach of the Purchase Order and/or these Terms and Conditions;

17.3.2 any distress, execution or other process is levied upon any of the property or assets of Supplier;

17.3.3 Supplier makes any composition or arrangement with creditors or has a receiver appointed it (de)-10..198 (ec)-4 (ei)-0.5 (any)-4 pand wiethi cuy l or teors3.2 (S

17.3.6 Supplier's financial position deteriorates to such an extent that, in

18.1.5 Buyer shall have the right to immediately terminate the Purchase Order, without any penalty, liability to Supplier for any fees, reimbursements or other compensation under the Purchase Order or obligation to pay damages, in the event that Buyer should receive information which, in its sole discretion, it determines to be evidence of a violation of the business practices mentioned in this Section by Supplier, its employees, officers, directors, agents, representatives, sub-contractors or consultants, and Supplier shall defend and indemnify Buyer for any third-party loss, cost, claim, or damage resulting from the breach of this Section and Buyer's termination of the Purchase Order.

18.2 Supplier also agrees to participate in diligence by Buyer or its designated third party, including but not limited to Trace International. Supplier shall also respond to any requests for information related to Buyer's compliance with the Conflict Minerals Rule, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection legislation, or any other law that impacts Buyer's relationship with Supplier.

18.3 Supplier warrants and represents that neither Supplier nor any of its shareholders, partners, directors, officers, employees, representatives, or agents, or any other person who may exercise control over the business or operations of Supplier, has received any notice, subpoena, demand, or other communication (whether oral or written) from any governmental authority at any time in the last five (5) years regarding Supplier's actual, alleged or possible violation of, or failure to comply with, any anti-bribery and anti-corruption laws and, to its best knowledge, Supplier is not now, and has not been at any time in the last five (5) years, the subject of any governmental investigation, audit, suit, or proceeding (whether civil, criminal, or administrative) regarding its violation of, or failure to comply with, any anti-bribery and anti-corruption laws.

18.4 Supplier warrants and represents that neither Supplier nor any of its shareholders, partners, directors, officers, employees, representatives, or agents, or any other person who may exercise control over the business or operations of Supplier, has received any notice, subpoena, demand, or other communication (whether oral or written) from any governmental authority at any time in the last five (5) years regarding Supplier's actual, alleged or possible violation of, or failure to comply with, any anti-bribery and anti-corruption laws and, to its best knowledge, Supplier is not now, and has not been at any time in the last five (5) years, the subject of any governmental investigation, audit, suit, or proceeding (whether civil, criminal, or administrative) regarding its violation of, or failure to comply with, any anti-bribery and anti-corruption laws.

19. Miscellaneous Provisions.

19.1 Assignment and Subcontracting. Supplier shall not assign, transfer or charge, in whole or in part, any Purchase Order or delegate the performance of its duties under any Purchase Order or these Terms and Conditions without the prior written consent of Buyer. Any assignment or sub-contracting without the previous written consent of Buyer, at the option of Buyer, will cancel any outstanding Purchase Orders. If Buyer agrees to Supplier sub-contracting the performance of its duties hereunder, in whole or in part, Supplier will remain solely liable to Buyer for the adherence of the sub-contractor to the

Purchase Order, these Terms and Conditions and the performance of the duties hereunder. Buyer may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations hereunder.

19.2 Force Majeure. Any delay or failure of either party to perform its obligations shall be excused if caused by an act of God, fire, , earthquake, , riot, civil commotion, natural disaster or extreme adverse weather condition, war, insurrection, terrorist attack or threat of terrorism, ("Force Majeure Event"). Written notice of the delay, including the anticipated duration of the delay, must be given by the nonperforming party within ten (10) days of the event. Buyer reserves the right to defer the date of delivery or payment or to cancel any Purchase Order or reduce the quantity of Supplied Goods if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event. During the period of any delay or failure to perform by Supplier, Buyer, at its option, may purchase Supplied Goods from other sources and reduce its requirements from Supplier by such quantities, without liability to Buyer, or cause Supplier to procure the Supplied Goods from other sources in quantities and at times requested by Buyer and at the price set forth in the Purchase Order (he pr)-4.38 (a)-10.5 su(i)-078 aby

either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

19.6 Remedies and Injunctive Relief. The rights and remedies of Buyer in these Terms and Conditions are cumulative with, and in addition to, all other and further remedies provided in law or equity.

19.7 Customs-Trade Partnership Against Terrorism. To the extent that any Supplied Goods covered by these Terms and Conditions are to be imported into the United States of America, Supplier shall comply with all applicable

