

GENERAL TERMS & CONDITIONS OF PURCHASE (EMEA Region)

These General Terms & Conditions shall be applicable to any Purchase Order ("PO") issued by ENEXIO Management GmbH legal entity, its affiliates or any of its branches. You may accept a PO by informing us or beginning to perform under it, whichever you do first. You cannot change the terms of a PO and we reject any terms you propose on your forms or otherwise.

1. Prices and Payment You will sell to us at the price stated on a PO. If no price is stated, the price will be the lower of (a) the last price you charged or quoted to us or (b) the lowest market price while you performed under a PO. The price includes all costs unless we agree in advance in writing to reimburse you, in which case you will list such cost on the bill without markup after any discount or rebate and provide copies of the original receipts. You will not bill us for goods until you have delivered them nor for services until you have performed them. The time period for payments as stated in a PO will begin once we receive acceptable goods and services and a correct bill. You will receive payment during the first 8 (eight) days following the expiry of the 60 (sixty) days payment terms time-period unless we will apply different payment terms due to mandatory law. Your bill must show a PO number. We may withhold disputed amounts under a PO until the dispute is resolved, and we may offset any amounts you or your affiliates owe us.

2. Obligations You will ensure that all goods (including their packaging) and services will: (a) comply with our specifications (or your specifications that we have approved) and conform to all samples approved; (b) be free of defects, correctly labeled, made with new materials, and be of highest quality and workmanship; (c) be suitable for their intended use; (d) not infringe, nor will our use of them infringe, anyone's intellectual property rights or any other rights; and (e) be performed diligently and in a professional and workmanlike manner. You will ensure that you and the goods and services comply with: (i) all applicable laws, regulations, safety rules and industry standards of the countries in which the goods are delivered or services are performed and/or will be used (provided we have advised you of those countries), and (ii) our applicable technical documentation

and quality standards. You will pass ownership of goods at the time of their delivery to us. You acknowledge receiving the manuals and documentations, which are a part of a PO, and that are subject to change. You will only deliver goods from a production site approved by us. You must tell us immediately if you learn of any potential quality, safety or labeling problem with the goods and services or any potential violation of your obligations in a PO. You hereby assign to us any warranties related to the goods and services, or if you cannot assign them, you agree to make claims under them on our behalf at our request. You will ensure that your employees, agents, and subcontractors comply with a PO and, when on our premises, our quality, safety and security requirements.

3. Rejection We will inspect the goods and/or services within a reasonable time after delivery and notify you of any reasonably detectable non-compliance that exists and you will not claim forfeiture of our warranties in case of delayed inspection and notification. We may at our sole discretion reject and return to you at your expense, all or any part of the goods delivered in excess of the quantity ordered and/or which do not conform to a PO or your above obligations. In such a case you will, at our discretion, deliver replacement goods or services that conform to a PO and your obligations within a reasonable time, or refund us in full, or give us an appropriate discount. At our discretion we may also purchase substitute goods or services at your cost. You will also compensate us for any losses or damages we incur in connection with any of the above. You will bear any costs we incur in connection with the delivery of replacement goods and services including transportation, removal, examination, installation, etc. Regardless of our obligations you are responsible for testing, inspection, quality control, and of providing required certificates.

4. Changes and cancellation Before you deliver the goods or perform the services, we may request changes. If we demonstrate that a change will reduce your costs or if you demonstrate that a change will increase your costs or affect your ability to complete a PO on time, we will negotiate a fair adjustment to the price or schedule. We may cancel a PO with respect to any goods not yet delivered or services not yet performed by notifying you. After we notify you, you will take all



reasonable steps to minimize costs due to our cancellation. As your exclusive remedy for cancellation for convenience, we will pay you for your unavoidable costs incurred before receiving our notice (less any savings realized from our cancellation) that you can document to our reasonable satisfaction.

5. Delivery of goods Unless specified otherwise you will deliver the goods to us as stated in a PO under Incoterms 2010. If the delivery terms are not specified, they will be FCA workshop. If a fix delivery date or term is agreed for a PO, time is of the essence and if you deliver the goods or perform the services delayed, we may cancel a PO and will not pay for goods not delivered or services not performed at the agreed time. We may purchase substitute goods or services at your cost and you will compensate us for any other loss we incur. You will deliver on weekdays during our normal business hours. You will properly label all units with your name, description of goods, PO number, batch number and any other identifying information we require. You will provide accurate and complete information on all shipping and customs documents, including a description of the goods, country of origin and manufacture, currency, delivery terms and the actual manufacturing site. In case of the need of legal acceptance, such acceptance shall only occur if and when we issue a written statement in the form of an acceptance certificate.

6. Defects liability period The defects liability period is twenty four (24) months from delivery and in case of services and/or in case of legal acceptance: from complete performance and acceptance thereof. The defects liability period of 24 months will restart for any repaired or replaced good or rectified/re-performed service.

7. Indemnification You will indemnify, defend and hold us (and our affiliates, employees, and agents) harmless from any and all losses, damages, fines, penalties, and expenses (including reasonable legal fees) arising from third party claims resulting from actual or alleged breaches of a PO, negligent acts or omissions, or willful misconduct by you or your employees, agents, or subcontractors.

8. Insurance You will maintain, at your cost, commercial general liability insurance covering your obligations under a PO with a single limit of at least EUR 5,000,000 per occurrence. If your

employees will be present on our premises, you will also maintain, at your cost, worker's compensation or local equivalent coverage as and in amounts required by applicable law, and automobile third party liability coverage with a combined single limit of EUR 1,000,000 per occurrence or of the amount required by applicable law of the country where the vehicle is in use whichever is higher. You will ensure that your insurance carrier waives rights of subrogation against our insurers or us.

9. Dispute resolution and governing Law If the parties cannot resolve a dispute regarding a PO through good faith negotiation, it will be resolved by decision of the commercial courts of the city and in the country in which we (or our buying branch) have our registered office and the law of that country will apply. The Vienna Convention on the International Sale of Goods will not apply.

10. Uncontrollable events (force majeure) If either party is unable to comply with a PO because of events beyond its reasonable control, that party will promptly notify the other in writing and will make reasonable efforts to restore its ability to perform within 10 days. If the inability to perform continues for more than 15 days, the other party may cancel a PO immediately, without costs or penalty, by giving written notice to the party unable to perform. Unexpected cost increases caused by events or changing market conditions, and labor strikes, work slowdowns, or other job actions at your facility are not uncontrollable events.

11. Audits We may audit any of your facilities and records involved with a PO to evaluate your quality and compliance with specifications ("Quality Audits"), your compliance with our Corporate Compliance Policies ("CCP Audits"), and to verify that pricing, pass-through costs, reimbursable expenses, or other financial provisions conform to a PO ("Financial Audits"). We may conduct Quality and Financial Audits ourselves or through third-party representatives that we select or that you select from our pre-approved list, and you will not request any auditor to sign an additional agreement in order to conduct the audit. We may require re-audits periodically according to our risk assessment. If you have violated a PO, you will immediately take corrective actions that we reasonably require, and our representative or we



may audit your facility or records as often as reasonably necessary to verify correction. If you refuse any audit, we can withhold payment and/or we may cancel a PO for cause.

12. Confidential information Any non-public information that you learn about us including but not limited to our technology in connection with a PO, including the PO itself, is our confidential information and you may not disclose it to any third party. You may only use our confidential information to perform under a PO, and may share it only on a need-to-know basis with your employees (and others we have previously approved who have signed confidentiality agreements reasonably acceptable to us). We own the confidential information and you must return it and all copies to us or dispose of it in a manner approved by us if so requested by us.

13. Assignment of intellectual property rights If you or your permitted sub-contractors design or develop work which could be subject of intellectual property rights for us all intellectual property rights, including trademarks, copyright, patent and design rights shall belong to, and automatically vest in us (as legally possible) and you will, at our request and expense, execute or procure the execution of such confirmatory assignments as we may require.

14. Taxes Unless both parties agree otherwise in writing, each party will be responsible for its own respective taxes as required by law. If you are required to charge tax (e.g., state sales tax) or we are required to withhold tax, then the required party will give the other the opportunity to demonstrate (and document) how such charge or withholding may be mitigated (for example, by providing a sales tax exemption certificate).

15. Corporate social responsibility You will comply with the following in performing under a PO:

(a) **Child Labor:** You will not directly (or indirectly through the use of your subcontractors) employ any children under the age of 18 years of age unless the following are met:

(i) You will comply with the minimum employment age limit defined by national law or by International Labor Organization ("ILO") Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandatory schooling age, but not less than 15

years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and national law.

(ii) You will ensure that employees working in facilities that are manufacturing or packaging our finished products, serving as temporary employees to us, or present at our facilities, are at least 15 years of age (and no exceptions allowed by the ILO or national law will apply).

(iii) You must demonstrate that their employment does not expose them to undue physical risks that can harm physical, mental, or emotional development.

(b) **Safety and Health:** You will (i) endeavor to provide safe working conditions, (ii) provide your employees with appropriate protection from exposure to hazardous materials, and (iii) provide your employees with access to potable water and clean sanitation facilities.

(c) **Business Integrity:** You will promote honesty and integrity in your business conduct by raising ethical awareness among your employees and providing direction and education on ethical issues. Further, you will not: pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships.

(d) **Terrorism:** You and/or your subcontractors will not deploy nor subcontract persons or other subcontractors which are listed in actual sanction lists as they become official. These include, but are not limited to, (EG) No. 2580/2001 Terrorism; (EG) No. 881/2002 Al-Quaida; (EU) No. 753/2011 Afghanistan; any and all Embargo Regulations of the EU.

16. Anti-bribery You will not offer or pay, directly or indirectly, money or anything of value for or on behalf of us (including our affiliates) to a Government Official for the purpose of obtaining or retaining our business or obtaining a business advantage for us or to assist us in directing business to any person. "Government Official" includes officials or employees of government, state-owned businesses, international organizations, or political parties, political candidates, or any person otherwise acting in an official capacity for or on behalf of a government entity or international organization. You will not offer or pay, directly or indirectly, money or



anything of value for or on behalf of us (including our affiliates) to any other person or legal entity for any illegal purpose. If we have reason to believe that a breach of any of the representations in this clause has occurred or may occur, we may withhold further payments under a PO until such time as we have received confirmation to our satisfaction that no breach has occurred or will occur. We may cancel a PO immediately if we conclude, in our sole opinion, that you have breached any representation in this clause or that a breach is substantially likely to occur.

17. Sub-contracting and assignment You will not sub-contract or assign any of your rights or obligations under a PO without our prior written approval, which we may not unreasonably withhold. We may freely assign all or any portion of a PO without your consent.

18. Termination for default

(a) If you are in default of any material provision of a PO, and fail to fully cure the same within seven (7) days after receipt of written notice thereof from us, or such longer period not to exceed thirty (30) days as may be reasonably required to cure the same, provided you have not commenced to cure the default within seven (7) days after receipt of such written notice and do not diligently pursue such cure, we may, without prejudice to any other right or remedy, terminate a PO by written notice to you.

(b) Insolvency: If any proceeding is instituted against you seeking to adjudicate you as bankrupt or insolvent, or if you make a general assignment for the benefit of your creditors, or if a receiver is appointed on account of your insolvency, or if you file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or reorganization or readjustment of debts and, in the case of any such proceeding instituted against you and such proceeding is not dismissed within forty-five (45) days of such filing, we may without prejudice to any other right or remedy we may have, terminate a PO by written notice to you.

19. Conflicts and entire agreement If a PO references an existing agreement and there are discrepancies between such an agreement and the terms of these General Terms & Conditions of Purchase, the terms of that agreement shall prevail

over these General Terms & Conditions of Purchase. Otherwise, a PO (along with any existing agreement referenced in a PO) is the entire agreement between you and us with respect to the goods and services, and no prior discussion, agreement, conduct, or industry practice will affect it. Subsequent changes to the PO must be in a written document signed by both parties. We may modify these General Terms & Conditions of Purchase by stating so in a PO.

20. Independent contractor A PO does not create a partnership or joint venture between the parties nor confer on any person who is not a party to a PO any right to enforce any term of a PO. Each party is an independent contractor, has no authority to bind the other party, and is solely responsible for its respective employees and subcontractors.

21. Severability If any part of a PO cannot be legally enforced, then the parties agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the parties' intent as expressed in the PO.

22. Non-exclusivity A PO is not exclusive, and either party is free to enter into similar agreements with anyone else, unless otherwise stated on a PO.

23. Survival The completion or cancellation of a PO will not affect any rights and obligations that by their nature should continue.

24. Language A PO may be executed in another language in addition to English. In case of conflicts between the versions, the English version shall prevail.