

ZINWAVE LIMITED PURCHASE ORDER TERMS AND CONDITIONS

- 1. EFFECTIVENESS; EXCLUSIVE TERMS** – As used herein, “Order” or “Contract” means this document, including, without limitation, all terms, provisions, sub-parts, sections and attachments, along with any document(s) incorporated by reference herein or executed by and between Zinwave Limited “Buyer” and Seller and incorporating these terms and conditions by reference or attachment. This Contract will be accepted by Seller and become effective immediately upon the first to occur of: (a) the date on which Seller provides written acceptance to Buyer (whether by electronic means or otherwise), or (b) Seller’s commencement of any work under this Contract. This Contract sets forth the exclusive terms and conditions under which Seller will sell and Buyer will purchase the goods or services described herein for the period(s) specified in this Contract. Terms and conditions proposed by Seller that are different from or in addition to the provisions of this Contract are expressly rejected by Buyer and are not a part of this Contract, and Seller’s acceptance is expressly limited to the terms of this Contract.
- 2. APPLICABLE LAW; NON-ASSIGNABILITY** – The Contract resulting from the acceptance of this Order and any claims and obligations hereunder will be governed by and construed in accordance with the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Under no circumstances may Seller transfer, assign or delegate, in whole or in part, any of its rights or obligations under this Contract (including, without limitation, any right of payment), whether directly or indirectly, by merger, acquisition or contribution to a joint venture, without Buyer’s prior written consent.
- 3. DELIVERY; SCHEDULING** – Delivery shall be made in the quantities and at the times specified by Buyer. Unless otherwise stated in the applicable Order, Goods will be shipped DDP (Delivered Duty Paid) (per Incoterms® 2020). No charges for unauthorized transportation are allowed. Supplier must fully prepay any unauthorized shipment that will result in excess transportation charges. Buyer is not responsible for any packaging, labeling or boxing not separately itemized in the Order. Buyer shall not be liable for payment for goods delivered to Buyer in excess of quantities specified and Buyer may from time to time change the specified delivery schedule or direct temporary suspension of shipments. If at any time Seller has reason to believe that deliveries will not be made by it as scheduled, Seller shall immediately provide written notice thereof to Buyer setting forth the cause of the anticipated delay and the anticipated date of delivery. If Seller’s acts or omissions result in or are likely to result in Seller’s failure to meet Buyer’s delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller will be solely responsible for all costs and expenses associated with such expedited shipments.
- 4. SELLER’S RESPONSIBILITIES: TIME IS OF THE ESSENCE IN THIS AGREEMENT**

Seller will: (a) perform Services diligently and complete Services and deliver Goods in accordance with the provisions of this Agreement; and (b) provide all accessories or parts required for Buyer’s use of any Goods at no additional charge. If Seller is performing Services on Buyer’s property, Seller will (c) maintain the jobsite free of waste material and rubbish and clear the jobsite on completion of contracted Services; (d) provide all necessary safeguards for protection and maintenance of Services performed; and (e) repair and restore or replace (at Buyer’s option) any real or personal property belonging to Buyer which Seller may damage or destroy while performing Services. Seller performs Services at its OWN RISK. The safety of all persons employed by Seller, and/or any other person who enters Buyer’s premises for reasons relating to Services, will be solely Seller’s responsibility. Seller will enforce strict discipline and maintain good order among its employees and will not employ any unfit person or anyone not skilled in Services assigned to him/her. Seller will take all reasonable measures and precautions for the safety of its employees and subcontractors to prevent injuries to any person who enters Buyer’s premises and will comply with all applicable provisions of federal, state, and local safety laws. Such measures and precautions include, but are not limited to, utilizing all safeguards and warnings necessary to protect against any conditions on Buyer’s premises. Seller will confine all equipment and its personnel to that area of Buyer’s premises where Services are to be performed and to any other area which Buyer may permit Seller to use. Pursuant to the provisions of the Occupational Safety and Health Act of 1970 (“OSHA”), Seller will provide its employees a place of employment free from recognized hazards that cause or may cause death or serious physical harm to its employees and will comply with all pertinent standards issued under OSHA. Seller specifically understands that these duties are Seller’s exclusive responsibility; Buyer has no responsibility to ensure that Seller provides a safe working environment and/or complies with occupational safety and health rules. Buyer will maintain Safety Data Sheets to the extent required by OSHA and will have them available in its engineering and/or personnel office for inspection and copying by Seller. Seller is responsible for inspecting and complying with Safety Data Sheets requirements and for making all other necessary inquiries or investigations to ensure a safe workplace. Seller will inform its employees of, and require their compliance with, Buyer’s emergency response plan.

- 5. PRICE** – Substitutions or changes in price shown hereon, if any, must have Buyer’s prior written approval before delivery. If an Order is unpriced, it is understood and agreed that the price per unit quantity thereof shall be no greater than (a) Seller’s last written quotation for such goods or services to Buyer, (b) Seller’s last billing to Buyer for such goods or services, or (c) the current market price for such goods or services, whichever is lower. Seller agrees that the prices stated in the Order are complete and no additional charges of any type, including but not limited to shipping, packaging, labeling, custom duties, tariffs, taxes, storage, insurance, handling and crating, will be due by Buyer unless and except to the extent Buyer expressly assumes responsibility for such additional charges in the Order or a change order issued under the Order. Seller represents and warrants that the prices for Goods and Services sold to Buyer under this Agreement are no less favorable than those currently extended by Seller to any other customer for the same or similar Services or Goods in similar quantities or under similar terms and conditions. If Seller reduces its price for such items before Seller completes performance of the Order,

Seller agrees to reduce the prices under the Order correspondingly. Seller will pay all contributions, taxes and premiums payable under federal, state and local laws measured on the payroll of employees engaged in performance of Services under this Agreement, including FICA and unemployment compensation premiums, and all excise, transportation, occupational, and other taxes applicable to receipts under this Agreement, and on all Goods and Services provided.

- 6. PAYMENT; SETOFF AND RECOUPMENT** – If Buyer requests an invoice from Seller or if this Contract requires Seller to invoice Buyer for the goods or services covered by this Contract, promptly after each shipment of goods or performance of services, Seller will issue a single invoice for such shipment or agreed performance milestone to Buyer at the address specified in this Contract. Each invoice must comply with applicable law, if any, and include the following information regarding the corresponding shipment of goods or performance of services: (a) amount due (in the currency specified in this Contract, which shall be U.S. dollars unless otherwise agreed to in writing by Buyer); (b) location of delivery or performance; (c) shipment or delivery information; (d) Contract number; (e) if applicable, purchase order number; (f) if applicable, the intra-EU VAT number; and (g) for goods, net weight of the goods. Buyer may reject any invoice that is inaccurate or does not conform to these requirements, and Seller will promptly reissue any such rejected invoice. Buyer's failure to reject an invoice does not constitute Buyer's acceptance of the invoice or the goods or services to which such invoice pertains.

Buyer will pay for the goods or services provided by Seller in accordance with the payment terms and in the currency specified elsewhere in this Contract. If no payment terms are otherwise specified, such payment terms shall be net 60 days. Payments may be made electronically (including, without limitation, by bank transfer or recorded bill of exchange, where applicable). Where Buyer has reasonable grounds to believe goods provided by Seller under this Contract may be subject to any liens, claims or encumbrances, Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, that such goods are free of any liens, claims and encumbrances.

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer will have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

- 7. CHANGES** – By written notice to Seller, Buyer may, from time to time, direct changes, or direct Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this Contract, including, without limitation, work with respect to such matters as inspection, testing or quality control, and Buyer and Seller will promptly discuss, reasonably and in good faith, any pricing adjustments (up or down) to be made in connection with such changes. Notwithstanding any such discussions, Seller will promptly implement such changes as directed by Buyer without delay. In the event that Buyer and Seller are unable to reach agreement on any pricing adjustments to be made in connection with such changes, any difference in price or time for performance resulting from such changes will be equitably adjusted by Buyer based on a fair cost assessment after receipt of documentation in such form and detail as Buyer may direct. Seller will accept any amendments issued by Buyer implementing such changes. Seller may, from time to time, propose changes to drawings and specifications of the goods or to the scope of the work covered by this Contract. If Buyer agrees, in its discretion, to implement such changes, the agreement between the parties will be evidenced by a written amendment to this Contract.

Seller will not relocate the production, manufacture or assembly of the goods from the facilities approved by Buyer, or change the location from which the goods are shipped, without first following Buyer's relocation requirements and obtaining Buyer's prior written consent.

- 8. CANCELLATIONS** – Buyer may cancel all or any part of the undelivered portion of this Order if Seller does not make deliveries as and when specified or if Seller otherwise breaches any of the terms of the Contract, including Seller's warranties.
- 9. SHIPPING AND BILLING** – Unless otherwise agreed to in writing by Buyer, any and all costs and expenses of transportation, packing, shipping, handling and storage of goods pursuant to this Order and until the goods are actually received by Buyer at its designated facility are the sole responsibility of Seller.

All goods to be delivered to or for the benefit of Buyer shall be suitably packed, marked and shipped in accordance with the requirements of Buyer and common carriers to ensure the safe transport of the goods. Seller shall properly mark each package with Buyer's Order number, part number, quantity and where multiple packages comprise a single shipment, each package shall also be consecutively numbered, and should follow the Routing Agreement 2018.pdf. Purchase order number, part number, package number and such additional information as Buyer may require shall be shown on all packing slips, bills of lading and invoices. One copy of Seller's packing slips must accompany each shipment and the original bill of lading or other shipping receipt shall be promptly forwarded to Buyer at the destination of the goods.

- 10. INSPECTION AND REJECTION** – All goods shall be received subject to Buyer's inspection and rejection. If the goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, in whole or in part, by Buyer by reason of Seller's failure to comply with any of the terms, conditions and /or specifications contained herein, Buyer, after so notifying Seller in writing, may either return the rejected portion of such goods and/or the rejected portion of such services to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate, without invalidating the remainder of this Order, or Buyer may reject the entire shipment of such goods and/or reject the entire services and cancel this Order for any undelivered balances of goods and/or unrendered services.

If goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, as hereinabove provided, Buyer may repair defects and/or purchase like goods elsewhere and/or obtain like services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Buyer (including, but not by way of limitation, any difference between the price paid by Buyer for such like goods and/or services and the price specified on the face hereof and/or cost to repair defects) plus all costs of collecting the same (including, without limitation, reasonable attorney's fees and court costs).

Buyer shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it.

Any payment for goods prior to inspection shall not constitute an acceptance thereof and shall not limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects. Any goods (a) determined to be nonconforming by Seller (or its suppliers); (b) rejected by Buyer as nonconforming; or (c) that become obsolete or surplus, will be rendered unusable prior to salvage or disposal by Seller (or its suppliers). Seller will ensure that nonconforming, rejected, obsolete or surplus goods are not sold as service or replacement parts to third parties. Seller will institute appropriate controls with its suppliers to ensure compliance with this section.

11. WARRANTIES – Seller warrants to Buyer, its customers and the ultimate end user, if any, that it has clear title to all Goods provided and that they are free of all liens, encumbrances, and security interests. In addition to all warranties prescribed by law or given by Seller all Goods and Services (including any approved samples) will be authentic and new, be of good quality, conform to all specifications, drawings, samples, descriptions and quality standards (i) furnished by Buyer, or (ii) furnished by Seller and approved by Buyer in writing, and will be new, merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use of the goods covered by this Contract and warrants and guarantees that such goods have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use and will be fit and sufficient for the particular purposes intended by Buyer. Unless otherwise set forth in this Contract, the duration of the warranty provided by Seller to Buyer for the goods will begin on the date of receipt of the goods by Buyer and end on the later of (a) the date of expiration of any warranty period provided under applicable law for the goods, (b) expiration of any warranty applicable to the goods provided by Buyer to Buyer's end customer for the device into which the goods are incorporated, or (c) the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into the Contract, including in Buyer's specifications or quality standards. Seller also warrants that the performance of Services and delivery of Goods are in compliance with all applicable laws, regulations, standards, and requirements. Goods purchased by Buyer for incorporation into a Buyer product or for resale as a Buyer product ("Resale Materials") will comply with applicable Environmental Regulations and Seller will provide Buyer with supporting documents evidencing such compliance on Buyer's request. For purposes of this Section, "Environmental Regulations" means (i) EU Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (including restrictions on use of Deca-BDE) and any implementing regulations, as amended or supplemented ("RoHS2 Directive"); (ii) the halogen-free standard for Joint Industry Guide for Material Composition Declaration for Electronic Products, as amended or supplemented, and standardized using IEC/JEDEC procedures; (iii) EU Regulation No. 1907/2006 about Registration, Evaluation and Authorization of Chemicals and any implementing regulations, as amended or supplemented ("REACH"); and (iv) such other product environmental requirements applicable to the Goods as communicated in writing to Seller. If Seller encounters unknown or latent conditions which could impair the performance or quality of Goods or Services, Seller will give immediate notice of the nature of such condition to Buyer. Seller will obtain from subcontractors and vendors, for Buyer's benefit, all available warranties and guarantees with respect to design, materials, workmanship, equipment, and supplies provided. If a subcontractor or vendor seeks to defend on grounds that Seller committed error, Buyer may enforce this warranty against Seller and Seller will resolve all such issues with the subcontractor/vendor. This warranty will survive Buyer's acceptance of Goods or Services.

12. INTELLECTUAL PROPERTY RIGHTS

(a) Applicability

This section will apply where the parties have not entered into a separate written agreement signed by their respective authorized representatives prior to or contemporaneous with the effective date of this Contract with respect to the parties' Intellectual Property Rights (defined below) that expressly prevails over the following terms.

(b) Definitions

"Intellectual Property Rights" means any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, trade secrets, know-how, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans and logos of Seller and Buyer unless specifically identified as a deliverable or work product of Seller pursuant to this Contract.

"Background Intellectual Property Rights" means any Intellectual Property Rights of either Buyer or Seller relating to the goods or services contracted (i) existing prior to the effective date of this Contract or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (ii) that each party acquires or

develops after these dates but in a strictly independent manner and entirely outside of any work conducted under this Contract.

“Foreground Intellectual Property Rights” means any Intellectual Property Rights, except Background Intellectual Property Rights, (i) that are developed in whole or in part by Buyer alone, by Buyer and Seller jointly or by Seller alone, in connection with this Contract or (ii) relating to the goods or services contracted.

(c) Foreground Intellectual Property Rights

All Foreground Intellectual Property Rights are owned by Buyer and not by Seller. Seller hereby confirms the same and assigns to Buyer all of Seller’s right, title and interest in and to all Foreground Intellectual Property Rights that are developed or created in the course of performing this Contract and any purchase order (separately or as part of any goods). To the extent that any Foreground Intellectual Property Rights are copyrightable works or works of authorship (including, but not limited to, computer programs, technical specifications, documentation and manuals), the parties agree that they are “works made for hire” as that term is used in connection with the U.S. Copyright Act. Seller may only use the Foreground Intellectual Property Rights to produce and supply goods to Buyer.

(d) Background Intellectual Property Rights

Buyer and Seller will each retain ownership of their respective Background Intellectual Property Rights.

Seller hereby grants to Buyer and causes its affiliates and personnel to grant to Buyer, an irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, with right to sublicense to Buyer’s affiliates, to all Background Intellectual Property Rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell and import the goods or services that are the subject of this Contract (the “Limited License”), provided that Buyer or its affiliates will only use this Limited License in the event that (i) Seller breaches or repudiates its obligations by being unable or unwilling to deliver goods or services under this Contract, or (ii) in the event Seller is unable to supply goods or services under this Contract as a result of a force majeure event, but in such event only for the duration of Seller’s inability to supply. In no event will the term of the Limited License extend beyond the expiration date of this Contract.

(e) Copyrights

To the extent that this Contract is issued for the creation of copyrightable works, the works will be considered “works made for hire” for Buyer except to the extent that the works do not qualify as “works made for hire” for Buyer in which case Seller hereby assigns to Buyer all right, title and interest in all copyrights and if lawfully permitted waives all moral rights therein.

(f) Right to Repair

For the avoidance of doubt, Buyer, its customers, and its subcontractors have the right to repair, reconstruct, remanufacture, reflash, or rebuild the specific goods delivered under this Contract without payment of any royalty to Seller.

(g) Miscellaneous

Goods manufactured based on Buyer’s drawings, designs, and/or specifications as well as any software code or models provided by Buyer may not be used for Seller’s own use or sold to third parties without Buyer’s express written authorization.

Nothing in this Contract is an admission by Buyer of the validity of any Intellectual Property Rights claimed by Seller, including an admission that any license is required by Buyer to manufacture the goods or continue the services contracted. Seller will claim and acquire all rights and waivers of Seller’s personnel required to enable Seller to grant Buyer the rights and licenses in this Contract. Seller assumes full and sole responsibility for compensating Seller’s personnel for such rights and waivers, including the remuneration of employees. Seller will comply with all obligations with respect to software that forms any part of the goods or services contracted, including obligations under any licenses.

13. INTELLECTUAL PROPERTY INDEMNIFICATION – Seller will investigate, defend, hold harmless and indemnify Buyer, its successors and assigns, its affiliates (collectively “Buyer Group”) and its dealers, distributors and customers against any actual or alleged claims of infringement or other assertions of proprietary rights violations (including patent, trademark, copyright, industrial design right, or other proprietary right, misuse, or misappropriation of trade secret) and resulting damages and expenses (including attorney’s and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services (collectively “IP Claims”). Seller expressly waives any claim against Buyer Group that any such IP Claims arose out of compliance with Buyer Group’s or its dealers’ or customers’ specification or direction.

14. DEFAULT; REMEDIES; CORRECTIVE ACTION; INDEMNITY –

Each of the following constitutes an event of “Default” by Seller: (a) failure to complete Services or deliver Goods within the time or with the quality specified or guaranteed in this Agreement; (b) failure to comply with any provisions of this Agreement including breach of any warranty or guarantee; or (c) adjudication of Seller as bankrupt, Seller making a general assignment for benefit of creditors, or appointment of a receiver on account of Seller’s insolvency.

Upon Seller's Default; the rights and remedies reserved to Buyer in this Contract are cumulative with, and additional to, all other rights and remedies of Buyer under applicable law or in equity. Without limiting the foregoing, in the event that any goods fail to conform to the warranties set forth in this Contract or the product specifications incorporated by reference in this Contract, or if Seller otherwise breaches any of its obligations under this Contract, Buyer will be entitled to recover from Seller any and all damages, including, without limitation, any direct, indirect, incidental and consequential damages and all legal and other professional fees and costs incurred by Buyer as a result of such breach or failure, including, without limitation, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, testing, repairing or replacing nonconforming goods or nonconforming deliveries; (b) resulting from production interruptions; (c) in conducting recall campaigns or other corrective service actions; or (d) resulting from personal injury, including death, or property damage. If requested by Buyer, Seller will enter into a separate agreement for the administration and processing of warranty chargebacks for nonconforming goods.

If Buyer issues a supplier corrective action request ("CAR") for defective or non-conforming Goods or Services, Seller will promptly respond as follows: (A) each response will be in the format specified in the CAR; (B) Seller will provide its initial response, including containment actions, within forty-eight (48) hours of receipt of the CAR; and (C) Seller will provide its final report to Buyer within seven (7) calendar days of receipt of the CAR. If any Goods or components are subject to a recall due to Seller's negligence or fault, Seller will indemnify Buyer as provided in this Agreement. Buyer will have the right to control the recall process and Seller will fully cooperate with Buyer in connection with the recall. Seller agrees to cooperate with Buyer in any way reasonably required to complete Services or purchase replacement Goods. In such case, Buyer will pay for that portion of Services previously completed by Seller, subject to the terms and provisions above. In addition to its other remedies, Buyer will have a right of set-off and may withhold from time to time out of monies due Seller, amounts sufficient to fully compensate Buyer for any loss or damage resulting from any Default or breach by Seller. As an alternative, Buyer may, in its sole discretion, extend the delivery or completion schedule or waive any deficiencies in performance; provided, however, that no such waivers or extensions will be binding unless in writing and signed by Buyer's authorized representative. Buyer will have the right at any time to require adequate assurances of Seller's performance. In any action or proceeding between the parties, the prevailing party will be entitled to recover all its reasonable attorneys' fees, expenses, and other costs of litigation.

Seller will indemnify, defend and hold harmless Buyer Group against any liability, claim, demand and expense (including, without limitation, legal and other professional fees) arising from or relating to any failure of Seller to fully perform any of its obligations under this Contract.

15. QUALITY ASSURANCE; COUNTERFEIT COMPONENTS; LIMITED SHELF-LIFE GOODS:

Seller will maintain qualified personnel and a quality assurance system adequate to detect and prevent shipment of nonconforming Goods, including verification of the effectiveness of the quality assurance system of any subcontractor or vendor used by Seller in connection with the manufacture or production of the Goods. Seller will comply with any of Buyer's supplier quality assurance requirements provided to Seller. On request, Seller will provide Buyer with product test specimens (i.e., production method, number, storage conditions, etc.) and reasonable quantities of product samples required for design approval, inspection, qualification, verification, investigation, audit, or any other purpose deemed reasonably necessary by Buyer. If Goods are Resale Materials, Seller's quality assurance system must meet the requirements for certification under ISO 9001 or higher standards. Seller will only purchase electronic components to be provided as or incorporated into Goods directly from the original component manufacturer ("OCM") or original equipment manufacturer ("OEM") or through an OCM/OEM authorized distribution chain. Seller may not purchase electronic components from independent distributors or brokers without Buyer's prior written consent. Seller will immediately notify Buyer and provide all relevant details if Seller becomes aware of or suspects that it has delivered Goods that include counterfeit electronic components. When requested by Buyer, Seller will provide documentation tracing the authenticity of the electronic components to the OCM/OEM. Buyer, its customers, and authorities that regulate Buyer's business will have the right to review Seller's quality assurance system and, with prior notice and at reasonable times, to conduct an on-site inspection of the facility or facilities where the Goods are manufactured or produced. Seller will provide any technical and/or testing reports requested by Buyer regarding the quality, authenticity, safety, and reliability of Goods. Seller will identify all Goods, including any parts or materials incorporated therein, that have characteristics vulnerable to quality degradation over time or under certain environments. Seller will make such identification by affixing a legend detailing the relevant quality degradation information directly on the Goods or on the Goods container, including: (a) start date of useful life; (b) end date of useful life; (c) storage conditions that result in quality degradation, including temperature, humidity and any other known factors; and (d) Seller-recommended storage conditions or stock rotation recommendations for preserving the quality of the Goods or parts or materials thereof. Notwithstanding the foregoing, unless otherwise agreed by Buyer in writing, all Goods will have a minimum of ninety percent (90%) shelf-life remaining from the date of delivery to Buyer. Any Goods not meeting the foregoing shelf-life minimum will be subject to rejection and return to Seller, at Seller's sole cost, in addition to any other remedy available to Buyer under this Agreement.

16. MATERIAL FURNISHED BY BUYER – All supplies, materials, facilities, tools, jigs, dies, fixtures, patterns, equipment, blueprints, drawings, sketches and the like furnished to Seller by Buyer in furtherance of this Order shall remain the property of Buyer, shall be used exclusively in the manufacture of goods for Buyer and shall be returned to Buyer upon the completion of this Order, unless otherwise provided, in like condition as when received, normal wear and tear excepted. All such materials shall be held in confidence by Seller and safeguarded by Seller, shall be fully insured by Seller against any loss and shall not be used directly or indirectly in any way detrimental to Buyer's business.

17. INDEMNIFICATION AND INSURANCE – Seller agrees to indemnify, defend and save harmless Buyer against all liabilities, claims or demands, whether for injury or damage, to person or to property, that may arise in any manner as a result of Buyer's acceptance and/or use of the goods or services provided under this Order unless said injury or damage shall be due to the sole negligence or willful misconduct of Buyer. Seller shall, within twenty (20) days of acceptance of this Order, unless specifically waived by Buyer on the Order, provide a Certificate of Insurance to Buyer in an amount consistent with existing Risk Management Guidelines. In the event said Guidelines are not attached hereto, it shall be the obligation of Seller (s) to promptly request a copy of the same.

18. INSOLVENCY – Buyer may cancel the Contract resulting from the acceptance of this Order if Seller (a) commences, or has commenced against it by a third party, any case, proceeding or other action under Title 11 of the United States Code (the "Bankruptcy Code") or any other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions in effect from time to time, seeking (i) to have an Order for relief entered with respect to it, (ii) to adjudicate it as bankrupt or insolvent, (iii) reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (iv) appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, and such case, proceeding or other action is not dismissed within forty-five (45) days after commencement, or (b) makes a general assignment for the benefit of its creditors.

19. COMPLIANCE WITH LAW, REGULATION AND COMPANY RULES –

In the performance of this Agreement, Seller will comply with all applicable federal, state, and local laws, codes, regulations, and ordinances, including but not limited to all applicable: (a) environmental laws; (b) international trade laws, including but not limited to laws and regulations regarding export controls, economic sanctions, trade embargoes, anti-boycott restrictions, and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended), the United Kingdom Bribery Act, and the conflicts minerals provisions of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act; (c) laws and regulations addressing human trafficking and slavery; and (d) equal employment opportunity laws, regulations, and requirements, including those set forth in Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and regulations issued thereunder, and laws prohibiting discrimination against any person because of veteran status, disability, race, creed, color, national origin, religion, age, or sex in any term or condition of employment, which are incorporated herein by this reference. Specifically, Seller and its subcontractors and vendors will abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). The provisions of the Equal Opportunity Clause of Executive Order 11246 and 11375 and Public laws 503 and 2012 are herein incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin, and require that covered prime contractors, and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. Seller will take reasonable measures to ensure that those who supply components or materials incorporated into Goods supplied to Buyer also comply with such laws and regulations. Buyer will not accept delivery of any hazardous material without prior review of a Safety Data Sheet ("SDS") specifying all ingredients per OSHA's Hazard Communication Standard ("HCS"). Supplier will be responsible for all demurrage and shipping cost incurred due to supplier's failure to provide complying SDS. All SDS's must be forwarded to Buyer's Purchasing Department prior to shipment with reference to Purchase Order Number. All SDS's must indicate ingredient (s) listed on any of the following lists: California's Proposition 65, Water Priority Chemicals in 40 CFR 122, Hazardous Air Pollutants in the Clean Air Act Section 112 (b)(1), Ozone Depleting Chemicals in 40 CFR 82, or SARA Section 313 Chemicals in 40 CFR 302. Materials containing an Ozone Depleting chemical will not be accepted without specific prior approval by the Director of Strategic Sourcing. Seller will promptly provide, in writing, any information regarding the goods requested by Buyer so that Buyer may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any. Upon acceptance of this Order, Seller certifies that the goods purchased are produced in compliance with and will conform to all applicable current requirements of OSHA, EPA, FLSA, and any other applicable law or regulation. If this Order covers the performance of labor for Buyer, Seller agrees to require his employees to comply with all safety and health regulations and company safety practices applicable to their conduct.

20. CUSTOMS; IMPORT COMPLIANCE – Credits or benefits resulting or arising from this Contract, including trade credits, export credits or the refund of duties, taxes or fees, will belong to Buyer. Seller will timely and accurately provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its import and, where required by this Contract, export customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Seller will undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import. Seller will ensure compliance with the recommendations or requirements of all applicable Authorized Economic Operator (AEO), governmental security/anti-terrorism and enhanced border release programs (including, without limitation, the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT), Canada Border Services Agency's Partners in Protection initiative and Administración General de Aduanas de Mexico's Neuvo Esquema Empresa Certificada (NEEC) program). At the request of Buyer or the appropriate Customs Authority, Seller will certify in writing its compliance with the foregoing.

21. TRANSACTIONAL TAX – Unless otherwise provided in this Contract, the prices set forth in this Contract will be exclusive of all transactional taxes, including any sales, use, excise, services, value added tax, goods and services tax, or similar tax, and these taxes should be separately identified by Seller in both Seller's quote and in this Contract even if the tax rate is zero.

Buyer will not be responsible for any transactional taxes charged by the Seller that are not identified in this manner. Seller shall separately state all charges for transactional taxes on its invoices (or other such documents). Additionally, Seller shall provide Buyer with invoices in line with the applicable tax laws in its country to enable the Buyer to reclaim the transactional taxes and Seller will provide such documentation no later than when the payment to which the invoice relates is due from Buyer. Seller will be responsible for remitting the transactional tax to the applicable taxing authority except for those states or jurisdictions where Buyer has provided Seller with an appropriate exemption certificate. Seller will use reasonable efforts to apply for such exemptions where applicable. Seller will not charge Buyer for any transactional taxes charged by a subcontracting supplier if such tax is recoverable by Seller, or if not recoverable, it would have been, had the transaction been structured through other entities (either the Seller's or the Buyer's affiliated companies). If transactional taxes are not recoverable by Seller, Seller agrees to provide detailed billing, customs or other documents as requested, which set out the transactional taxes paid or payable to any of the Buyer's subcontracting supplier or to a taxing authority.

- 22. TITLE; RISK OF LOSS** – Title to goods delivered by Seller hereunder and all risk of loss and damage associated therewith will pass from Seller to Buyer upon Buyer's receipt of such goods. However, for any defective or non-conforming goods discovered by Buyer, title to such goods and all risk of loss and damage associated therewith will revert back to Seller from Buyer upon Buyer's notice of such defect or non-conformance and will remain with Seller. Seller will inspect and test all Goods prior to shipment. Seller is responsible to suitably pack and label all Goods for shipping. Seller will be liable to Buyer for any loss or damage resulting from Seller's failure to provide adequate protection during shipment.
- 23. AUDIT RIGHTS; INSPECTION OF SELLER'S PREMISES** – Seller grants Buyer or its designee access to Seller's premises and books and records solely for the purpose of auditing Seller's compliance with the terms of this Contract (including, without limitation, charges under this Contract) or inspecting or conducting an inventory of finished goods, work-in-process, raw materials, any of Buyer's property and all work or other items to be provided pursuant to this Contract located at Seller's premises. Seller will cooperate with Buyer or its designee so as to facilitate such audit, including, without limitation, by segregating and promptly producing such records as Buyer or its designee may reasonably request, and otherwise making records and other materials accessible to Buyer or its designee. Seller will preserve all records pertinent to this Contract, and Seller's performance under this Contract, for a period of not less than one year after Buyer's final payment to Seller under this Contract. Any such audit or inspection conducted by Buyer or its designee will not constitute acceptance of any goods (whether in progress or finished), relieve Seller of any liability under this Contract or prejudice any rights or remedies otherwise available to Buyer.
- 24. CONFIDENTIALITY; NO ADVERTISING** – Seller will maintain the confidentiality of any information provided by Buyer or its representatives, and any materials or information that contain, or are based on, any such information. Seller may only use such information in connection with its performance under this Contract and will not provide such information to any third party (including, without limitation, Seller's subcontractors) without Buyer's prior written consent.

Seller will not, without first obtaining the written consent of Buyer, in any manner (a) advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this Contract; (b) use Buyer's trademarks, trade names or confidential information in Seller's advertising or promotional materials; or (c) use Buyer's trademarks, trade names or confidential information in any form of electronic communication such as web sites (internal or external), blogs or other types of postings

Neither party will disclose the terms and conditions of, or pricing contained in, this Agreement to any third party except as required by applicable law, rule, or regulation; provided that either party may disclose such terms, conditions, or pricing to legal, accounting, and professional advisors bound by formal ethical or fiduciary duties requiring such advisors to treat, hold, and maintain such information in accordance with the terms and conditions of this Agreement

- 25. SPECIFIC PERFORMANCE** – Seller acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of this Contract by Seller and that, in addition to all other rights and remedies that Buyer may have, Buyer will be entitled to specific performance and temporary, preliminary and permanent injunctive relief in connection with any action to enforce this Contract, without any requirement of a bond or other security to be provided by Buyer.
- 26. FORCE MAJEURE** – Any delay or failure of either party to perform its obligations under this Contract will be excused to the extent that Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this Contract, directly as the result of an event or occurrence beyond the reasonable control of such party, without such party's fault or negligence (a "force majeure event"), including, if applicable, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage; provided that written notice of such force majeure event (including the anticipated duration of the delay) must be given by the affected party to the other party as soon as possible (but in no event more than 10 days after the force majeure event occurs).

During any force majeure event affecting Seller's performance, Buyer may, at its option, purchase goods or services from other sources and reduce its delivery schedules to Seller by such quantities, without liability to Seller, or require Seller to provide goods or services from other sources in quantities and at times requested by Buyer at the price set forth in this Contract.

Seller will use all diligent efforts to ensure that the effects of any force majeure event are minimized and, as promptly as possible, resume full performance under this Contract. If requested by Buyer in writing, Seller will, within 5 days after Buyer's request, provide adequate assurances that the delay in Seller's performance resulting from such event will not exceed 30

days. If the delay lasts more than 30 days or Seller does not provide such adequate assurances, Buyer may immediately terminate this Contract without liability to Seller.

- 27. NATURE OF THE RELATIONSHIP OF THE PARTIES** – Seller and Buyer are independent contracting parties and nothing in this Contract will make either party the agent or legal representative of the other for any purpose whatsoever, 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.
- 28. SEVERABILITY** – If any term of this Contract is invalid or unenforceable under applicable law or regulation, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such applicable law or regulation, and the remaining provisions of this Contract will remain in full force and effect.
- 29. CONSENT TO VENUE; DISPUTE RESOLUTION** - All disputes, claims, and controversies (“Disputes”) between the parties arising out of or relating to this Agreement, including but not limited to Disputes based on or arising from an alleged tort, will be resolved by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the “Rules”). Disputes will be arbitrated in London, England. The parties will select arbitrators in accordance with the Rules. The parties may mutually agree on the rules governing such arbitration, provided that such rules, and any additional or different rules, are consistent with the Rules. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and commencement of an arbitration proceeding under this Agreement will be deemed commencement of an action for such purposes. No Dispute will be arbitrated as a class action, representative, or general public action, collective action, private attorney-general action, or otherwise be joined with claims of any other person (“Collective Proceedings”). If this limitation on Collective Proceedings is held by an arbitrator or court of competent jurisdiction to be unenforceable or interpreted to not prevent a Collective Proceeding, then such Dispute will proceed in a court of law as provided below in this Section. Notwithstanding the foregoing, Buyer reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in the courts of England and Wales in London, England, and the parties agree that, except when the Dispute is arbitrated, the exclusive venue for all Disputes between the parties will be such courts, to which jurisdiction each party irrevocably submits. Each party waives any objection or defense that it is not personally subject to the jurisdiction of such courts; that venue of the action is improper; and that the action, suit, or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY.
- 30. ENTIRE AGREEMENT; INTERPRETATION** –This Contract constitutes the entire agreement between Seller and Buyer with respect to the matters contained herein and supersedes all prior or contemporaneous oral or written agreements, representations and/or communications. This Contract may be modified only by an amendment issued by Buyer. No course of prior dealings between the parties, usage of the trade, and/or prior acceptance or acquiescence in a particular course of performance rendered under this Contract shall be controlling in determining the meaning or enforceability of this Contract according to its terms.

No provision of this Agreement may be construed against either party as the drafting party.

The English language version of this Agreement will govern over any translations.