

General Purchase Terms & Conditions

Art.1. GENERAL

As used herein, "Buyer" refers to Desotec US LLC, and "Seller" refers to any party to whom an order for the purchase of goods or services is issued. Buyer and Seller may be collectively referred to as the "Parties" or individually as a "Party." Unless otherwise agreed to in writing between the Parties, any order for the purchase of goods, works or services issued by Buyer is hereby expressly conditioned upon the terms and conditions set forth herein (the "Terms and Conditions") and Seller's assent and agreement thereto. Seller's shipment of any goods or the rendering of any services shall be deemed an acceptance of these Terms and Conditions. Under no circumstances shall Buyer's receipt of a shipment constitute an acceptance of any terms or conditions proposed by Seller or contained in Seller's documents. The Terms and Conditions set forth herein shall supersede any terms or conditions submitted by Seller in any proposal, quotation, acknowledgement, invoice, or other documentation. Any modification to, or waiver of, any of these Terms and Conditions must be in writing and signed by the Parties.

Art. 2. CODE OF CONDUCT

The Desotec Supplier Code of Conduct (the "Code of Conduct") outlines the minimum requirements regarding fair business practices and ethics, labor practices, impact on the environment, and health and safety performance. Seller is responsible for familiarizing itself and shall comply with the Code of Conduct, the latest version of which can be found at www.desotec.com/codeofconduct.

Art. 3. ECONOMIC SANCTIONS REGULATIONS

Seller shall comply with all applicable global trade laws, including, but not limited to, (i) the U.S. Export Administration Regulations ("EAR") administered by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), (ii) the U.S. International Traffic in Arms Regulations ("ITAR") administered by the U.S. State Department's Directorate of Defense Trade Controls ("DDTC"), (iii) the economic sanctions rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), (iv) European Union ("EU") regulations on export controls and sanctions, (v) United Nations sanctions policies, (vi) all relevant regulations made under any of the foregoing, and (vii) other applicable economic sanctions, export control, or import laws (collectively, the "Global Trade Laws"). In dealing with controlled products, technology, services, information, or any other goods, services, or data as the case may be, whether directly or indirectly, Seller shall first obtain all necessary written consents, permits, and authorizations, and complete such formalities as may be required under the Global Trade Laws. Seller agrees to indemnify and hold Buyer harmless from and against any fines, penalties, claims, losses, damages, costs, attorney's fees, expenses, or liabilities that may arise as a result of Seller's violation of any provision of the Global Trade Laws.

Art. 4. ORDER

All orders for the purchase of goods or services by Buyer must be in writing and signed by Buyer. All verbal or telephone orders must be reduced to writing and signed by Buyer to be valid. Seller is required to confirm its acceptance of an order within 5 business days. Any order that is not accepted by Seller within 5 days of the order's placement shall automatically be deemed canceled and rescinded by Buyer without further notice and without any compensation due Seller. Any modification to an order by Seller shall be subject to the express written approval of Buyer. Buyer shall not be obligated to accept and pay for goods or services which are not in accordance with a valid order (including goods and services delivered with more or less items relative to the order or which do not comply with the specifications of the order).

Art. 5. PRICE

Seller shall not fill any order or charge Buyer a price higher than last quoted to and accepted by Buyer. Unless otherwise agreed to in writing, all fees and costs (transport, insurance, packaging, import taxes, etc.) shall be borne by Seller. Unless indicated otherwise, all stated prices are exclusive of applicable taxes. Seller shall at all times indemnify Buyer for any additional costs, taxes, customs fees, or other charges incurred by Buyer above and beyond the last quoted price accepted by Buyer.

Art. 6. DELIVERY/TRANSFER OF RISK

Regardless of the origin of the goods or the sales conditions, the delivery of all goods and rendering of all services shall be deemed to occur at the factories or warehouses of Buyer or at such other location designated by Buyer. No delivery or service will be accepted outside the delivery times indicated by Buyer, nor on weekends or public holidays. Additional terms governing the timing of delivery are more fully set forth in Art. 8 below. The risk of loss shall remain with Seller until receipt of the goods by Buyer. Buyer's signature acknowledging receipt of the goods shall only serve as confirmation of delivery and shall not be indicative of Buyer's approval of the goods delivered. As described more fully in Art. 9 below, Buyer shall, within a reasonable time after receipt of the goods, notify Seller of the existence of any visible defects, but Seller shall at all times remain liable for any hidden defects in the goods. Title to the goods shall pass to Buyer upon the earlier of delivery or Buyer's payment for the goods. In the event that Buyer provides goods to Seller in order to integrate them into a larger entity, then title to these goods shall be maintained by Buyer at all times, and Seller shall, at its expense, insure such goods against damage or loss while they are in Seller's custody or control in an amount equal to the replacement cost, with loss payable to Buyer. Seller shall handle any goods provided by Buyer with reasonable care and ensure that no lien, claim, or encumbrance is made by any third party against goods owned by Buyer. Seller shall return any goods provided by Buyer upon request by Buyer.

Art. 7. SHIPMENTS

Every shipment shall be preceded by a shipment notice containing: a) a reference to the order; b) a full description of the goods; c) a packing list with the numbering of the packages; and d) the gross and net weight of each package. A copy of this notice shall accompany every shipment. Each package shall display the corresponding order number and the gross weight of the package. Seller shall be responsible for proper packaging, loading, and tie-down to prevent damage to the goods during transportation. Buyer reserves the right to reject and return, at Seller's risk and expense, any goods, which are not accompanied by proper documentation, and to charge Seller for all costs and charges (storage, transportation, unpacking, repacking, time loss, etc.) caused by the lack of information available on the delivered goods.

Art. 8. DELIVERY PERIOD

Unless indicated otherwise by Buyer in writing, all deliveries shall be made at the time specified in the order. Any deviations in the delivery time must be approved beforehand by Buyer in writing. Partial deliveries shall only be accepted if agreed to by Buyer in writing beforehand and provided that the remaining terms of the order remain in effect as to the entire order. If Seller fails to deliver an order within the time limit specified in the order or by Buyer in writing, as the case may be, then Seller shall pay to Buyer an amount equal to 1% of the total order price, with a maximum of 5%, as a result of the late delivery. The Parties agree that this amount constitutes reasonable compensation for late delivery and is not a penalty; that Buyer's harm caused by Seller's late delivery would be impossible or very difficult to accurately calculate; and that this amount is a reasonable estimate of the anticipated or actual harm that might arise from Seller's late delivery. Alternatively, in the event of a late delivery, Buyer may cancel the order without a notice of default or other formalities and without Seller's right to receive any compensation. In such event, if Buyer places the order with another supplier, then Seller shall be liable for any excess costs, expenses, or charges incurred by Buyer in connection with that order. Notwithstanding the foregoing, Seller shall indemnify and hold Buyer harmless from and against any claims, damages (including direct, consequential, or incidental), costs, or expenses incurred by Buyer as a result of Seller's late delivery of an order.

Art. 9. NON-CONFORMING GOODS OR SERVICES

If any goods or services delivered to Buyer are defective in material or workmanship or are otherwise not in conformity with the requirements and specifications set forth in the order, then Buyer shall provide written notice of the non-conforming goods or services to Seller within 30 days after receipt thereof (or in the case of hidden or latent defects, within a reasonable time after discovery of the defect) and elect, in its sole discretion, to do any of the following: (i) reject and allow Seller to replace the non-conforming goods or services within a reasonable time at no additional cost to Buyer; (ii) reject and return the non-conforming goods or services to Seller at Seller's risk and expense, not to be replaced and with a full refund to Buyer of all costs paid for the goods or services; or (iii) accept the non-conforming goods or services and offset the order price by the extent of the non-conformity. In the case of (ii), if Buyer procures a replacement of the non-conforming goods or services from a

party other than Seller, then Seller shall be liable for any excess costs, expenses, or charges in connection with the replacement goods or services. Notwithstanding the foregoing, Seller shall indemnify and hold Buyer harmless from and against any claims, damages (including direct, consequential, or incidental), costs, or expenses incurred by Buyer as a result of any non-conforming goods or services delivered by Seller.

Art.10. CANCELLATION

In addition to the above-mentioned cancellation rights, Buyer, at its election, may immediately terminate any order, with or without cause, by providing written notice of its election to terminate at any time prior to the order's shipment. Seller shall not be entitled to any payment on a cancelled order.

Art.11. PAYMENT

Seller shall issue an invoice for every order after delivery thereof. Seller invoices shall become due and payable within 120 days after Buyer's receipt of each invoice. Buyer shall be entitled to a 2% discount if payment is made within 15 business days of the invoice date. Payment shall be made via wire or ACH transfer or any other method as mutually agreed upon by the Parties. Buyer may withhold payment of any charges that it disputes in good faith. Payment of any charges by Buyer shall not be deemed an approval of such charges, and Buyer may later dispute such charges. Buyer shall be entitled to set off any amounts owing from Seller to Buyer against any amounts payable to Seller under one or more invoices.

Art.12. LIABILITY AND INDEMNIFICATION

Seller shall be liable to Buyer for any damages, including but not limited to consequential, incidental, indirect, special, exemplary, property damage, personal injury, attorney's fees, or lost profits, arising from Seller's failure to perform any of its obligations hereunder or pursuant to the terms of any order. Seller shall indemnify and hold harmless Buyer (and its agents, officers, employees, representatives, customers, and subcontractors) from and against any third-party claims arising out of or resulting in any way from any act or omission on the part of Seller (or its agents, officers, employees, representatives, customers, or subcontractors) or any goods or services furnished by Seller.

Art.13. WARRANTIES

Seller warrants that the goods and services furnished will be new and free from defects in design, materials, and workmanship; that they will be merchantable and in full conformity with Buyer's specifications and Seller's descriptions, promises, or samples; and that such goods and services will be fit for Buyer's intended use. Seller further warrants that the goods and services will conform to any applicable national, state, provincial, or local statutory or regulatory requirements, and that they do not infringe upon the patent or any other intellectual property right of any third party. Seller warrants that it will convey good title to the goods, free and clear of any liens, claims, or encumbrances. Seller, without cost to Buyer, shall promptly do all things necessary to correct any breach of the above warranties in a manner satisfactory to Buyer. Seller shall further indemnify and hold Buyer harmless from and against any fines, penalties, claims, losses, damages, costs, attorney's fees, expenses, or liabilities that may arise as a result of Seller's breach of any warranty provided hereunder.

Art.14. CONFIDENTIALITY

Any confidential information—including, but not limited to, models, working materials, plans, technical documents, trade secrets, or any other proprietary information that Buyer deems to be confidential to its business—that Buyer reveals to Seller shall remain entirely the property of Buyer. Seller shall not disclose any such information to any third party at any time, with the exception of subcontractors as may be necessary and subject to Buyer's written consent. Seller shall not use such information for any purpose other than to carry out its obligations hereunder and/or pursuant to any order. At the request of Buyer, Seller shall immediately return all written information, including all copies, that Buyer furnished to Seller that is of a confidential nature.

Art. 15. PUBLICITY

Subject to Buyer's prior written consent, Seller shall not use Buyer's name, brand(s), logo(s), or other associated marks in any of Seller's publications or advertising materials, nor shall Seller release any information, regardless

of whether such information is deemed confidential in accordance with Art. 15, concerning its business relationship with Buyer to any third party.

Art. 16. SEVERABILITY

If any one or more provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

Art. 17. MITIGATING CIRCUMSTANCES/FORCE MAJEURE

Neither Party shall be liable to the other for any failure to perform its obligations under these Terms and Conditions if such performance has been delayed, interfered with or prevented by an event of Force Majeure. "Force Majeure" shall mean any circumstances which are not within the reasonable control of the Party affected thereby, including without limitation an act of God, fire, embargo, natural disaster, or governmental regulations. The Party who declares Force Majeure will give prompt notice to the other Party of such declaration. If the performance of any obligation has been delayed, interfered with or prevented by an event of Force Majeure, then the Party affected by such event shall take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence. If an event of Force Majeure occurs, the obligations of the Parties shall be suspended during, but not longer than, the continuation of the event of Force Majeure. If such event continues for a period of 30 continuous days and, at the end of such period or at any time thereafter during which such suspension continues uninterrupted, any Party, in the exercise of reasonable judgment, concludes that there is no likelihood that the event of Force Majeure will be removed in the immediate future, then any Party may terminate any existing agreements or orders between the Parties without liability by giving the other party five days' written notice of its intention to terminate.

Art. 18. CHOICE OF LAW

These Terms and Conditions, as well as any orders placed pursuant thereto, shall be governed by the laws of the Commonwealth of Pennsylvania. Unless explicitly stated otherwise, any future agreements between the Parties pertaining to the sale of goods or services shall be deemed to have been executed in the Commonwealth of Pennsylvania and shall be interpreted, construed, and enforced according to the laws of the Commonwealth of Pennsylvania, without giving any effect to any conflict of law provisions. Any action to resolve any dispute between the Parties shall be brought and maintained in any court having jurisdiction in Pennsylvania.

Art. 19. ENTIRE AGREEMENT

Subject to any written supplemental terms and conditions, specifications, or other writings between the Parties accompanying an order (collectively, "Supplemental Writings"), these Terms and Conditions contain the entire agreement of the Parties with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify, or discharge these Terms and Conditions unless such subsequent agreement is in writing and signed by the Parties. All prior communications, representations, understandings, or agreements, whether written or oral, within the scope of the subject matter of these Terms and Conditions are hereby superseded. In the event that an inconsistency or ambiguity arises between these Terms and Conditions and any Supplemental Writing, the provisions of the Supplemental Writing shall prevail.

Art. 20. NON-ASSIGNMENT

Seller shall not assign any right or obligation under these Terms and Conditions without the prior written consent of Buyer. 0153103.0767521 4873-1761-9805v3