

# SOREDI touch systems GmbH

## GENERAL TERMS AND CONDITIONS OF PURCHASE

The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, including any SOREDI Supplier Quality Guidelines (from time to time in force), whether physically attached or incorporated herein by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between the SOREDI company that issues the Purchase Order ("SOREDI" or "Buyer") and the supplier (the "Supplier") as identified in the Purchase Order.

### APPLICATION

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Buyer's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Buyer's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of the Purchase Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions. Notwithstanding the foregoing, if a master agreement covering procurement of the products ("Products" or "Goods") described in the Purchase Order exists between Supplier and Buyer, the terms of such master agreement shall prevail over any inconsistent terms herein.

### PURCHASE ORDER

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A Purchase Order will be considered final and binding upon Supplier written acknowledgement or acceptance of the Purchase Order, including by electronic mail, or by Supplier's delivery of the Goods. No changes or modifications in the Purchase Order shall be valid unless confirmed in writing by the Buyer.

### PRICE

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Supplier shall furnish the Goods in accordance with the price and delivery schedule stated in the Purchase Order. Unless otherwise stated, prices include all charges for inspection and packaging, all state and municipal sales, use and excise taxes, goods and services tax and any customs duties not otherwise paid or provided for by Buyer. Prices shall remain fixed until completion of the deliveries contemplated in the Purchase Order. If price terms are omitted from the Purchase Order, the price of the Goods shall be the lower of: (a) the price last quoted by the Supplier; (b) the last price paid by Buyer to Supplier for like goods; or (c) the prevailing market price at the time of shipment. Supplier shall pay all other taxes on or related to the Goods and on the shipment thereof to Buyer. Supplier warrants that the prices specified herein for the Goods are not less favorable than those currently extended by Supplier to its other customers buying the same or similar goods in equal or smaller quantities under similar circumstances. If, before delivery of the Goods, Supplier reduces the prices for like goods to one or more of its customers in a status comparable to Buyer, the prices specified in the Purchase Order shall be likewise reduced.

### PAYMENT

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Unless otherwise specified in the Purchase Order, payment shall be within 60 (sixty) days after the last day of the month of receipt by Buyer of Supplier's invoice acceptable to Buyer. Any packing, storage, or delivery charges prepaid or payable by Buyer shall be separately stated on Supplier's invoice. Supplier shall pay all such charges unless the Purchase Order specifies otherwise. Early payment discount shall be agreed in writing between the parties.

## **SET OFF RIGHTS**

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Buyer shall have set-off right against any amounts owed to Buyer by the Supplier for any reason whatsoever, arising or not out of the Purchase Order or any other contract or arrangement effective between Buyer, and/or its affiliates, and Supplier.

## **SHIPPING TERMS**

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Unless otherwise stated in the Purchase Order, all deliveries of goods shall be made D.D.P. (Incoterms 2010) at Buyer's preferred location (as shown in the Purchase Order).

## **TRANSFER OF TITLE/RISK OF LOSS**

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Transfer of title and risk of loss shall remain with Supplier until delivery of the Goods to Buyer at its plant; and Buyer shall not be required to assert any claims against common carriers. Unless otherwise specified herein, Supplier shall assume risk of loss for the Goods until they are delivered to the designated delivery point, regardless of the point of inspection, if any, and Supplier shall maintain insurance against loss in transit to such point. Supplier shall bear all risk of loss and damage until final delivery and acceptance of the goods by Buyer. Supplier shall also bear all risk of loss and any costs of return and redelivery associated with any goods rejected or returned by Buyer under the Purchase Order.

## **PACKING, MARKING AND SHIPPING**

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Supplier shall pack, mark and ship all Goods in compliance with all applicable transportation regulations and with good commercial practice and pursuant to Buyer's packaging and shipping guidelines. Unless expressly noted on the face hereof, no separate or additional charges shall be payable by Buyer for containers, crating, boxing, bundling, dunnage, storage or similar procedures. Any expense incurred by Buyer as a result of improper preservation, packing, packaging, marking or method of shipment shall be reimbursed by Supplier. A packing list showing the Purchase Order number shall be included with each shipment, and each container shall be marked to show the Purchase Order number. Packing list number shall also be referenced on Supplier's invoice.

Upon Buyer's request therefore, Supplier will promptly provide Buyer with a statement of origin for all goods and with applicable customs documentation for goods wholly or partially manufactured outside of the country of import.

## **DELIVERY OF CONFORMING GOODS**

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Unless otherwise set forth under section "Changes", delivery of conforming Goods in the full quantities and within the time specified in the Purchase Order specified herein is critical to Buyer. For this reason, Supplier agrees to exert every reasonable effort, including overtime and premium shipment at Supplier's expense, to meet the promised delivery date, provided, however that failure of such efforts to achieve prompt delivery of conforming Goods shall not relieve Supplier of liability for such failure.

Buyer and Seller may enter into a Supplier Delivery Plan (SDP) according to which the Supplier shall deliver the Goods pursuant to precise, pre-determined operating rules, thus improving supply flexibility. Should a SDP be defined, then the Purchase Order shall include the following reference "SDP Purchase Order".

Supplier agrees to notify Buyer immediately if at any time it appears that the delivery schedule set forth herein may not be met. Because timely delivery of conforming Goods is of the essence to Buyer, Buyer may elect to be excused from part or full performance hereunder in the event of delays in delivery of conforming Goods in the quantities specified. In addition, Supplier shall be liable for all delays or other failures to timely deliver conforming Goods in the quantities specified herein regardless of whether such delays or failures arise or result from actions or inactions of Supplier or third parties. Such liability shall include, without limitation, all consequential, special and contingent damages including losses and/or any expenses sustained or anticipated

to be sustained by Buyer as a result of Buyer's inability to meet its contractual obligations to third parties or to enter into contracts with third parties.

Supplier agrees to (i) maintain an adequate stock of Goods and/or (ii) maintain the equipment and materials (or the ongoing ability to timely acquire as needed) needed to produce and timely deliver Goods.

#### **LIQUIDATED DAMAGES**

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Without prejudice of the foregoing, Buyer shall be entitled to demand liquidated damages of 0.5 % of the price specified in the Purchase Order for each commenced week of delay, but not exceeding 5 % of the price specified in the Purchase Order. Further claims of the Buyer remain unaffected. The liquidated damages shall be set off against the damage caused by a delay to be compensated by the Supplier. Acceptance of the delayed delivery does not constitute a waiver of claims for damages.

#### **EXCUSE OF BUYER'S PERFORMANCE**

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Buyer's performance hereunder shall be excused if rendered impossible or impractical by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which Buyer relied in entering into this agreement.

#### **INSPECTION AND CORRECTIONS BEFORE DELIVERY/ ACCEPTANCE**

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Buyer may inspect the Goods at Supplier's plant, upon receipt or at such other time or place as it shall choose. Payment before or after an inspection and/or failure to inspect the Goods shall not be deemed to constitute: (a) acceptance of any defective or nonconforming Goods; or (b) waiver of any of Buyer's rights or remedies arising by virtue of any defect or nonconformance. Buyer's failure to specify any defect or nonconformance in rejecting any or all of the Goods shall not prevent Buyer from relying on such defect or nonconformance to establish a failure of Supplier's performance hereunder or justify rejection.

In order to allow prompt corrective actions, the Supplier agrees to immediately provide Buyer with a written detailed description of the defects and/or non-conformity it may have discovered prior to the delivery to Buyer during its own testing procedure. Upon Buyer's request, the Supplier shall provide Buyer with the list, description and result of any quality inspection conducted, or to be conducted, by the Supplier on the Products prior to delivery. Should a change in the Supplier's production process impact on the Products, the Supplier shall promptly inform Buyer in writing of such change. In order to verify that all necessary quality inspection is performed by the Supplier, the Parties agree that Buyer shall have the right to inspect and test the materials and workmanship of the Products at all times, without giving any prior notice, at Supplier's premises, as per this Section. The Supplier shall admit Buyer's 's personnel in charge of the inspection and shall furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection and test.

#### **DESIGNS, TOOLS AND MATERIALS SUPPLIED BY BUYER**

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If the Goods are to be produced by Supplier in accordance with designs, drawings or blueprints furnished by Buyer, or with the assistance of tools, machinery, masks, molds, or equipment furnished by Buyer (the "SOREDI Materials"), or are to incorporate or utilize parts and materials supplied to Supplier by Buyer, Supplier shall return the same to Buyer at the earlier of completion of the Purchase Order or cancellation of the Purchase Order. In addition, Supplier shall not use the same in the production of materials for any third party or for itself without Buyer's prior written authorization. All such designs, drawings, blueprints and SOREDI Materials shall remain Buyer's property. Such property, and whenever practical, each individual item thereof, shall have engraved or laser-marked thereon the identification number and the words "Property of SOREDI". Supplier shall use such property at its own risk and shall be responsible for all losses of or damage to said property while either in Supplier's custody or in any third party contractors' custody to the extent such parties are involved by the Supplier in the manufacturing and in delivering of Goods. Supplier shall maintain all such property in good condition and repair, and Buyer makes no warranties or representations of any nature with respect to such property; in this respect, Supplier shall take (and procure and grant that any third party contractors involved

by the Supplier take) all possible actions to safeguard Buyer and its Affiliates' ownership over SOREDI Materials, including but not limited to keeping SOREDI Materials separate from other products and materials, and clearly indicating SOREDI or its Affiliates' ownership with respect to SOREDI Materials. Supplier agrees to pay Buyer for all such parts and materials lost, damaged or destroyed while not in Buyer's immediate custody. If Supplier requires additional parts or materials to complete performance of the Purchase Order, Supplier shall purchase the same from Buyer at their then current prices or at Buyer's direction. Supplier, at its own expense, will: separately account for all parts and materials supplied by Buyer; maintain current and accurate inventory records thereof; and take accurate physical inventory thereof as required by Buyer.

## **CANCELLATION**

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Buyer may cancel the Purchase Order at any time before it is accepted by Supplier.

At any time, Buyer may also, suspend, delay or interrupt the Purchase Order or any part thereof by written notice to the Supplier. Upon receipt of such notice, Supplier shall immediately stop any impacted work under the Purchase Order and give immediate notice to its suppliers and subcontractors, if any, to do the same and take all other actions to reduce its costs in connection with any affected goods and/or services.

Buyer shall also be free to cancel the Purchase Order at no costs if the cancellation will be notified to Supplier in writing within 10 days prior to the scheduled delivery date.

In case of cancellation received by Supplier after ten (10) days prior to the scheduled delivery date, Buyer may reimburse Supplier for Supplier's reasonable out-of-pocket expenses as directly attributable to such cancellation, provided that the amount of such reimbursement shall in no event exceed an amount equal to the price that is allocable to the cancelled portion of the Purchase Order. Such reimbursement shall be Supplier's sole and exclusive remedy for any such cancellation and must be submitted to Buyer in writing within fifteen (15) days after the receipt of the cancellation notice. Upon payment of Supplier's claim, Buyer shall be entitled to all Goods, works and materials paid for.

In addition to Buyer's other rights and remedies, Buyer may cancel or suspend the Purchase Order, in whole or in part, by written notice to Supplier, for cause if: (a) the Goods or any part thereof fail any inspection or test hereunder or are defective or non-conforming; (b) the Goods are not delivered to Buyer as scheduled; (c) Supplier makes a general assignment for the benefit of creditors, a receiver and/or manager for Supplier is appointed, or a petition for bankruptcy, winding up, judicial management or corporate reorganization under any bankruptcy or similar laws is filed by or against Supplier; or (d) Supplier fails to comply with any of the terms or conditions of the Purchase Order. If Buyer terminates the Purchase Order for cause, it shall have no obligation to make any reimbursements or payments hereunder to the Supplier. Any suspension or cancellation for cause by Buyer that is determined by any court or other authority to be wrongful for any reason shall be deemed for all purposes to be a suspension or cancellation without cause as set forth above.

## **CHANGES**

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Unless otherwise agreed herein, Buyer, but only through its authorized representative, may at any time by written change order, make changes respecting the Goods including, without limitation, changes in (a) the drawings, designs and specifications applicable to the goods; (b) the method of shipping and packing; or (c) the place and time of delivery. If any such change affects the time for or cost of Supplier's performance hereunder, an equitable adjustment shall be made in the delivery schedule and/or the purchase price, but only if Supplier submits its written claim for adjustment within twenty (20) days after receipt of Buyer's written change order. Nothing in this Section shall excuse Supplier from performing its obligations under the Purchase Order as changed.

## **EPIDEMIC FAILURE**

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Supplier warrants especially the Good(s) against epidemic failure. Within two (2) days of written notice by Buyer that an epidemic failure exists, Supplier shall establish a mutually agreeable emergency procedure to resolve

and replace all defective Products. Supplier shall provide to Buyer, upon request, complete and comprehensive written failure analysis indicating root cause and corrective action to be taken to prevent future occurrences. Any and all costs associated with the emergency procedure are to be borne by Supplier. In such event, Supplier shall be responsible for the repair and/or replacement of all recalled Product at Supplier's cost, and shall reimburse SOREDI for all costs and expenses related to the recall of SOREDI and/or Supplier products. For the purpose hereof the "Epidemic Failure" means a Good is found to contain a Failure Rate, or a potential safety hazard; or in the event that any problem or potential problem arises with the Good which requires a field recall, or if any governmental entity (or any agent thereof), issues a formal recall or similar demand or request with respect to any Good; and/or a Good is found to contain a Failure Rate; "Failure Rate" means that the total number of failures found at any time exceeding two percent (2% or 20,000 defects per million) in Goods either shipped to Buyer by Supplier or used in Buyer's products in a period of 12 (twelve) months determined on rolling basis.

## **WARRANTY AND LIABILITY**

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Warranty and liability shall be governed by the statutory provisions of the German Civil Code (*Bürgerliches Gesetzbuch*), unless otherwise stipulated in these general terms and conditions or in any other written agreement between the Supplier and the Buyer.

The Supplier must ensure that all items delivered by him and all services rendered by him comply with the state of the art, the relevant legal provisions (in particular, but not exclusively, the currently valid requirements for technical safety, occupational safety, health, accident, environmental and fire protection) and the regulations and guidelines of authorities, professional associations and trade associations.

The Buyer shall check after acceptance of the goods, as far as this is possible in the ordinary course of business, whether quantity and identity correspond to the order and whether externally recognizable transport damages are present. If a defect is discovered during these inspections or later, the Buyer must, insofar as this is possible in the ordinary course of business, notify the Supplier, in the case of open defects within 5 (five) working days after the inspection and in the case of concealed defects within 14 (fourteen) days after discovery.

If the Buyer has granted initial sample approval for a specific product, the Supplier guarantees that each product of this type delivered by him fully complies with the sample approved by the Buyer.

Buyer's consent to drawings, calculations or other technical documents of the Supplier shall not affect Supplier's responsibility for defects.

In the event of a defect, Buyer shall be entitled at its own discretion to demand the remedy of the defect or the delivery of a new item. The Supplier must bear the expenses necessary for the purpose of subsequent performance, including all costs related to sorting, investigation, re-working costs, recall costs as well as any costs occurred by the Buyer in relation to defects .

The warranty period is 24 months unless statutory provisions provide for a longer warranty period. The warranty period begins with the handover of the goods to Buyer. If acceptance is required, the warranty period begins upon acceptance. In the event of subsequent performance, the original warranty period for the replaced or newly delivered parts or for the newly manufactured work shall begin anew.

The acceptance of delivery items or their confirmation does not relieve the Supplier from his warranty obligations, even if the Buyer is aware of a defect. The same applies accordingly to the acceptance of work services.

## **PRODUCT LIABILITY**

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Insofar as Supplier is responsible for damages under product liability law, it is obliged to exempt Buyer against claims for damages of third parties on first demand insofar as the cause lies within his sphere of control and organization and he himself is liable to the third party under product liability law. The obligation to exempt also applies to all expenses incurred in connection with the claim. Further claims of the Buyer remain unaffected.

Within the scope of his own liability Supplier is also obliged to reimburse the Buyer for any expenses arising from or in connection with a warning, exchange or recall action lawfully carried out by the Buyer. Buyer shall – as far as possible and reasonable – inform the Supplier in advance of the content and scope of such measures and give him the opportunity to comment.

The Supplier undertakes to maintain a product liability insurance policy in an appropriate amount which also covers the recall risk. Upon request of the Buyer the Supplier shall be obliged to show to the Buyer the respective insurance policy.

#### **OBSOLESCENCE/SPARE PARTS**

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The Supplier shall notify Buyer, in writing, of the obsolescence of any Good as soon as possible. Buyer shall have the right to place a last time buy Purchase Order for such obsoleted Goods within eighteen (18) months of Buyer's receipt of the obsolescence notice. Supplier shall accept to deliver Goods within eighteen (18) months from the date of the receipt of the last Purchase Order, unless otherwise agreed in writing between the Parties.

For a period of five (5) years from the Buyer's receipt of the notice of obsolescence, the Supplier shall continue to supply Buyer with the spare parts of Goods. For this purpose, the Supplier shall keep adequate stock of spare parts to be available for purchase by Buyer under these terms and conditions within the five (5) year period at prices agreed upon in writing between the Parties. The price for spare parts shall not be increased more than five percent (5%) per year over the five (5) year period. The shipment of spare parts shall be made by the Supplier according to these terms and conditions and any Buyer's instructions in any Purchase Order.

#### **INTELLECTUAL PROPERTY RIGHTS**

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All Goods, information and technology produced or otherwise developed under the Purchase Order, or as a result of technology furnished by Buyer (collectively, "Developments"), shall be deemed works made for hire and the intellectual property rights in such Developments shall vest exclusively in Buyer. Supplier agrees to use such Developments only in connection with the Purchase Order and otherwise to retain them as confidential in accordance with Confidential Information Section. Supplier, at its cost, hereby assigns to Buyer all right, title and interest in all Developments and shall fully cooperate with and assist Buyer in perfecting such right, title and interest. To the extent such assignment is not possible as a matter of law, the Supplier hereby grants Buyer an exclusive, perpetual, worldwide, royalty free, irrevocable, sub-licensable and transferable right to, directly or indirectly, make, use, copy, sell, produce, manufacture or otherwise distribute or dispose or exploit, transmit or display, without any limitations, any such Supplier intellectual property rights related to the Developments or have any third party conduct the aforementioned on Buyer's behalf. Supplier represents, warrants and agrees that it will not incorporate any third-party intellectual property into any Developments, or Goods provided hereunder without notifying and obtaining the prior written approval of Buyer. Supplier warrants that: (a) all of its employees, representatives, agents or contractors who perform work for it hereunder will have entered into written agreements with Supplier which ensure that the work they do is subject to the terms and conditions of this Section; and (b) it will not incorporate any Developments into goods or other deliverables to be provided to Buyer which contain intellectual property not assignable or licensable to Buyer as provided in this Section. Supplier agrees that if in the course of providing the Goods hereunder, Supplier incorporates any Supplier intellectual property into any Development or Good provided to Buyer, Buyer is hereby granted and shall have a nonexclusive, perpetual, worldwide, royalty free, irrevocable, sub-licensable and transferable right to, directly or indirectly, make, use, copy, sell, produce, manufacture or otherwise distribute or dispose or exploit, transmit or display, without any limitations, any such Supplier intellectual property rights related to the Developments and/or the Goods or have any third party conduct the aforementioned on Buyer's behalf.

#### **INTELLECTUAL PROPERTY INDEMNITY**

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Supplier shall indemnify, defend and hold harmless Buyer, its successors and assigns and the customers of any of them, from and against any and all claims, damages, losses, demands and expenses (including reasonable

attorneys' fees and costs), or liabilities incurred because of claims that the Goods or use of any Goods purchased hereunder, or any component, part or process thereof or product made therewith, irrespective of whether Buyer furnishes any specifications to Supplier, infringes any patent, trademark, trade secret, copyright, mask work or application therefore, or other intellectual property right of a third party. In addition to the foregoing, in case of any such legal action brought by any third party, or in case such an action is likely (in Buyer's opinion) to be brought, the Supplier shall, at its option (1) obtain, at its own costs, and grant to Buyer a license to use the Goods; (2) modify the Goods so they become non-infringing; (3) replace the Goods with non-infringing and functionally equivalent one; (4) grant Buyer a credit equal to the purchase value of the Goods at the time of the notice of action or of its probable occurrence.

Regardless of which of the foregoing remedies is effected, Supplier shall pay to Buyer rework expenses and incremental costs incurred by Buyer, its successors, assigns and/or customers of any of them, to procure alternative products required to fill orders placed by Buyer and accepted by Supplier as of the effective date of the injunction.

### **CONFIDENTIAL INFORMATION**

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The Purchase Order and any material transmitted in connection with the Purchase Order, including Buyer's specifications, instructions, documents, drawings or blueprints, may contain information that is confidential and proprietary to Buyer and such information is not to be used by Supplier for any purpose other than the purpose for which it was transmitted. The information shall be held and maintained in strictest confidence and not disclosed to third parties without the written consent of the Buyer. Should the Supplier disclose any such information, Buyer shall be entitled to immediately terminate the Contract, seek injunctive relief and claim damages. Supplier shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Buyer. The Supplier shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Supplier shall not, without prior written approval of the Buyer, use for Buyer's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Buyer, any Confidential Information. The Supplier shall return to Buyer any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Buyer's confidential information immediately if Buyer requests it in writing. Such nondisclosure provisions of this offer shall survive the termination of the same and Supplier's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Buyer sends Supplier written notice releasing Supplier from this Order, whichever occurs first.

### **ASSIGNMENT**

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Neither the Purchase Order nor any interest therein may be assigned by Supplier without the prior written consent of Buyer. No assignment of the right to receive payment shall affect Buyer's right of setoff against Supplier nor shall such assignment be binding on Buyer unless and until Buyer receives an executed copy of the assignment and each invoice to be paid to the assignee is clearly marked to show such assignment. This Purchase Order shall bind and inure to the benefit of Buyer's assigns and successors including, without limitation, any entity with which or into which Buyer shall merge or consolidate.

### **WAIVER AND MODIFICATION**

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The waiver of any term, condition or provision of the Purchase Order by Buyer shall not be construed as a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision. In order to be binding upon Buyer, any modification of the Purchase Order must be in writing and signed by Buyer's authorized representative.

### **GOVERNING LAW**

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Any Purchase Order shall be governed by and construed in accordance with German law. If the Supplier is a legal entity with its registered seat outside Germany, then any Purchase Order shall be governed by and construed in accordance with Italian law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall in no case apply.

## **DISPUTE RESOLUTION**

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If the Supplier is a legal entity with its registered seat in Germany, the exclusive place of jurisdiction shall be Munich, Germany. However, the Buyer shall additionally have the right to sue the Supplier at the Supplier's registered office or at any other permissible place of jurisdiction.

If the Supplier is a legal entity with its registered seat outside Germany, the exclusive place of jurisdiction shall be Bologna, Italy.

## **GOVERNMENT CONTRACTS AND COMPLIANCE WITH LAW**

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Supplier will comply with all laws applicable to the performance of its obligations hereunder, including, to the extent applicable and without limitation, the Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity clause prescribed by Executive Order 11246 dated September 24, 1965, as amended, and all rules, regulations and orders issued or promulgated under said Act or Order. Supplier agrees to indemnify and hold Buyer harmless from and against any and all losses which Buyer may suffer in the event that Supplier fails to comply with said Act, Order or any other applicable law. If a United States Government contract is noted on the face of the Purchase Order, the Purchase Order is subject to the terms and conditions which may be imposed by said contract. For subcontracts over \$10,000, Supplier will utilize small business, small disadvantaged business, women-owned business, and labor surplus area concerns to the fullest extent consistent with the efficient performance of this contract.

Supplier shall adhere to all applicable environmental laws and regulations and anticipate the expected regulations and constraints for all Products and/or manufacturing sites, including, but not limited to laws relating to "conflict minerals" (columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives including tungsten, tin and tantalum) mined in the Democratic Republic of Congo or adjacent territories; the latest requirements of the European environmental directives on batteries, packaging, chemical, and hazardous substances in electric and electronic equipment (for example, 2002/95/EC on the restriction of the use of certain hazardous substances in electric and electronic equipment (RoHS), 2002/96/EC on waste electrical and electronic equipment (WEEE), and EC 1907/2006 the registration, evaluation, authorization and restriction of chemical substances regulation on chemicals and their safe use (REACH).

## **CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM ACT**

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Buyer participates in the U.S. Customs and Border Protection (CBP) Customs-Trade Partnership Against Terrorism (C-TPAT) program. Supplier agrees to take such reasonable measures as are required by Buyer and/or CBP to ensure physical integrity and security of all shipments to Buyer. Buyer reserves the right to audit Supplier's security procedures and facilities concerning C-TPAT compliance. Information about C-TPAT is available at [www.cbp.gov](http://www.cbp.gov).

## **GENERAL**

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These terms and conditions supersede and invalidate all other commitments and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and which shall become null and void. Neither party shall make any news release or public announcement concerning the Purchase Order or the Goods without the other party's prior written consent. Except as expressly provided herein to the contrary, including, without limitation, the provisions hereof respecting Supplier's warranties and representations, all proposals, negotiations, representations and communications regarding the transaction contemplated hereby and made prior to the date of the Purchase



Order are merged herein. If any of the terms or provisions provided herein are declared invalid or unenforceable by any court or other body, the remaining terms and provisions hereof shall be deemed valid and enforceable to the extent possible.

Olching, 31.08.2018