

TERMS AND CONDITIONS OF PURCHASING

1. Definitions. "Buyer" means Wilhelm Schulz GmbH. "Seller" means the business entity to which this purchase order is addressed, including Seller's principal if Seller is acting as a broker or agent. "Order" means this purchase order, including all terms and conditions on the face and reverse side and all specifications, quality requirements and drawings referenced herein or issued hereunder. "Goods" means those parts, articles, materials, certificates, drawings, data, or other property or services that are the subject of this Order.

2. Contract Formation. If this Order is deemed to constitute acceptance of an offer, such acceptance is expressly made conditional on Seller's assent to the terms of this Order, and shipment of any part of the Goods or other commencement of performance will be deemed to constitute such assent. Any additional or different terms in any offer or acknowledgement by Seller are expressly rejected by Buyer and will not be deemed accepted by Buyer unless Buyer's acceptance thereof is in writing and specifically refers to each such additional or conflicting term.

3. Invoicing; Payment; Price Warranty. A separate original invoice is required for each shipment under this Order. Buyer will pay for the Goods within 75 days (or as otherwise agreed) after the later of the date of Buyer's receipt of the applicable invoice and the date acceptable Goods are received in full by Buyer together with all requisite documentation (but not earlier than the specified delivery date). Time for payment for the Goods shall not be of the essence, however if any payment that is due and owing is not made on time Seller may charge late payment interest on the outstanding amount from the date due to the date paid at the rate of 2% per annum above the European Central Bank's MRO interest rate from time to time. The Seller shall only be entitled to assert a right of retention or withholding to the extent that his counterclaim is uncontested, ready for decision or has been finally adjudicated. The Seller shall only be entitled to a set-off if his counterclaim is uncontested, ready for decision or has been finally adjudicated.

4. Order Changes. Buyer may at any time, by written notice to Seller, make changes in the drawings, specifications, quantities, delivery schedules and shipping instructions under this Order. If any such change increases or decreases the cost of performing or the time required for performance of this Order, an equitable adjustment in prices and/or schedules will be considered by Buyer provided that any claim by Seller for such adjustment is presented in writing with supporting documentation to Buyer within 10 business days from the date of Buyer's notice to Seller. No claims will be accepted after expiry of this period. No changes whatsoever will be initiated by Seller without Buyer's written approval.

5. Taxes. Prices stated include all taxes directly applicable to the Goods unless otherwise specified. Notwithstanding the foregoing, Buyer will only be liable for such taxes that Seller is required by law to collect from Buyer.

6. Packing and Crating Goods for Delivery. Goods will be suitably prepared for shipment to secure the lowest transportation rates (unless a premium method is specified on the face hereof) and comply with all carrier regulations. Seller shall ensure that all laws and regulations relating to the carriage of goods whether in the country of origin, transit or final destination, including without limitation those relating to marking, packing and transportation and those relating to hazardous or dangerous goods where applicable, are duly complied with. No charges are allowed for packing, crating, freight express, or cartage unless authorized by Buyer. The Seller shall specify the correct customs commodity code for each of the Goods on the invoice and packing list.

7. Routing, Risk of Loss, Excess Shipments and Delays. (a) Time is of the essence in the performance of this Order by Seller and Seller will take all necessary action, both normal and extraordinary, to ensure timely deliveries. Delivery dates and times refer to the date on which the Goods are received at the address of destination. (b) The delivery and other terms implied by the Incoterm (per Incoterms 2020) specified on the face of the Order will apply. (c) Title to Goods will pass to Buyer at Buyer's dock unless payment for the Goods is made in whole or in part prior thereto, in which case title shall pass to Buyer once payment has been made and the Goods, their components or work in progress are or can be appropriated to the Order. (d) Buyer's weight and count

are conclusive, and Buyer will have no liability for payment for Goods delivered in excess of the quantity ordered. Excess Goods may be returned to Seller at Seller's expense. (e) If, prior to time for delivery of the Goods, Seller has reason to believe that it will be unable to meet its delivery schedule, Seller will immediately notify Buyer in writing, will indicate the cause of delay and will use its best efforts to cure the anticipated delay. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay, Buyer may (I) direct expedited routing of Goods, with excess costs paid by Seller, or (II) cancel the Order and purchase substitute Goods elsewhere, with resulting excess costs and expenses paid by Seller. Partial delivery is not allowed without the Buyer's prior written consent. (f) In the event of delay in delivery or other improper execution of the order, Buyer may charge Seller the contract penalty or, if applicable, liquidated damages as specified in the Order letter. Such payment shall not relieve Seller from its obligation to provide the Goods according to the Order or to make good any and all damage and losses suffered by Buyer. Buyer's entitlement to demand payment of contract penalty or, if applicable, liquidated damages shall remain effective for a reasonable period following receipt of the Goods, at least until due date for payment of the final invoice.

8. Inspection of Goods; Rejection of Goods and Revocation of Acceptance. Buyer, its end customer and/or regulatory authorities will have the right but not the obligation to inspect the Goods before paying for or accepting them and Seller shall allow Buyer and such third parties access to its and its sub-contractors facilities and records at any time on reasonable notice to inspect the Goods, work in progress and all relevant records. Buyer's action in paying for or accepting any Goods will not constitute a waiver of any rights or remedies of Buyer, including Buyer's right to revoke acceptance and return any part of the Goods or the right to make a claim for damages because of the failure of the Goods to conform to this Order. For all non-conforming Goods, Seller will provide Buyer, at Buyer's election, a full refund or replacement of the Goods, at Seller's risk and expense, including transportation costs both ways. Buyer may, at its option, purchase substitute Goods in lieu of non-conforming Goods, and Seller will be liable for the difference in costs, less expenses saved by Buyer. Buyer's rights herein will be in addition to all other rights of Buyer under applicable law.

9. Quality; Warranties. In addition to all statutory conditions implied in favor of Buyer, Seller warrants that all Goods delivered will strictly conform to the Order and all applicable specifications, quality documents and drawings, will be of good design, new material, and workmanship, will be free of defects, will be merchantable and fit for their intended purpose, and will meet all applicable law, regulations, industrial and safety standards and best industry practice. Seller further warrants that Seller will have title to and the right to sell such Goods at the time of delivery, and that all such Goods will be new (unless otherwise specified in this Order) at the time of delivery and will not infringe or have infringed any third party's intellectual property rights. Seller will also transfer to Buyer the warranties on goods and services incorporated into Goods. All warranties will survive any inspections, delivery, acceptance or payment by Buyer, and will run to Buyer, its successors, assigns, customers and users of Goods. Seller will notify the Buyer immediately of any Goods that do not conform to the Order and must not ship such Goods to the Buyer without the Buyer's express written consent. Seller will repair or replace, without cost to Buyer, all defective or nonconforming Goods. Seller shall be liable for all other resulting damage, loss or claims arising out of defective or nonconforming Goods. Seller's warranties with respect to repaired or replaced Goods will be the same as the warranties given with respect to the original Goods. No approval of Seller's designs, drawings, samples, test results, procedures, processes, schedules or other items by Buyer under this Order will in any way limit or diminish Seller's warranties hereunder.

10. Indemnification. Seller shall defend, indemnify and hold Buyer, including its officers, directors, employees, parent, subsidiaries, affiliates and agents (collectively, the "Indemnified Party"), harmless of and from any claim, loss, cost, damage, settlement or judgment arising out of Seller's performance and/or provision of Goods to the Indemnified Party and/or failure thereof and/or the presence of Seller's employees, agents or subcontractors on the Indemnified Party's premises. This duty to defend, indemnify and hold

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harmless extends to any legal claim or proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence or other legal theory, and also extends not only to third party claims but also to any loss suffered directly by the Indemnified Party. Buyer is entitled to control Seller's defense of Buyer hereunder.

11. Insurance. Seller will maintain all insurances in accordance with good industry practice and as required by law and will furnish to Buyer a certificate of insurance showing that Seller has obtained such insurance coverage as Buyer may reasonably request. Such insurance coverage must be maintained by Seller at all times while it is performing work under this Order. Compliance by Seller with these insurance requirements does not affect Seller's indemnification or other liabilities under this Order.

12. Work on Site. Where the Order requires Seller to undertake any work on Buyer's premises, Seller shall ensure that its employees and subcontractors comply with Buyer's site working conditions, copies of which are available on request.

13. Buyer's Property; Confidentiality. Buyer retains title and ownership of all information, materials and intellectual property furnished to Seller in connection with performance of this Order including but not limited to technical know-how, concepts, ideas, methods and procedures of operations, customer information, supplier information, product information or plans, and the same will be: (i) treated as Buyer's "Confidential Information", segregated from Seller's property, and individually marked and identified as Buyer's property; (ii) used by Seller exclusively for the purpose of completing this Order; and (iii) held at Seller's risk and returned to Buyer at Buyer's direction or upon completion, termination, or cancellation of this Order, along with all copies or reproductions, unless otherwise agreed in writing by Buyer. Seller will not copy, transmit, reproduce, summarize, quote or make any other use of Confidential Information including disclosure of such material to any third party without the express written consent of the Buyer. Seller will take all reasonable steps to protect the confidentiality of received Confidential Information, including informing its employees of the confidential nature of the information, requiring its employees to keep the said information confidential, and all steps that the Seller uses to protect its own confidential information.

14. Cancellation. This Order may be cancelled by Buyer at any time in whole or in part by oral notification followed by written confirmation to Seller. Seller will immediately cease performance under the Order upon receipt of notification of cancellation (unless otherwise specified by Buyer). Buyer agrees to consider reasonable reimbursement to Seller for finished Goods and work in process upon Seller's submission of supporting documentation within 30 days of cancellation. Any reimbursement to Seller must be mutually agreed upon. In no event will Buyer be responsible for any loss of profit or for payment for any work that is or may be rejected upon inspection or does not conform to Buyer's specifications or purchase order requirements.

15. End of Life. In the event Seller intends to replace or discontinue the manufacture of a Good, Seller will give Buyer at least 6 months prior written notice and accept additional Orders for such Good until the end of the 6-month notice period. Seller may not discontinue manufacture of a Good until all outstanding Orders for such Good have been filled.

16. Compliance with Laws; Export Controls. In performing work under this Order, Seller will comply with all applicable laws, rules and regulations. This includes strict compliance with all applicable export control and trade laws and regulations under all relevant jurisdictions. The Seller will obligate its subcontractors to also comply with the aforementioned rules and regulations. Buyer reserves the right to cancel any Order without penalty or liability to Buyer in the event Seller's performance under this Order does not comply with such laws, rules and regulations. Seller will defend, indemnify and hold Buyer harmless for any non-compliance by Seller or its subcontractors.

17. Mandatory Flow Downs. Seller will comply with all mandatory flow down clauses, whether pursuant to a government contract or otherwise, applicable

to Buyer for Goods that are the subject of this Order. The Seller will obligate its subcontractors to also comply with such flow down clauses.

18. Assignment; Subcontracting; Independent contractor. Seller may not assign its rights or obligations under this Order either voluntarily or by operation of law without the prior written consent of Buyer. Seller may not subcontract all or any substantial part of this Order without the prior written consent

of Buyer. Any consent of Buyer will not relieve Seller of its contractual obligations under this Order. Seller acts as an independent contractor unrelated to Buyer and shall be solely responsible for the supervision, control, and direction of its employees, servants, agents, or subcontractors performing work

under this Order. Seller shall be responsible for paying its employees, agents, servants or subcontractors; for withholding and all required filings and payments to income taxes, unemployment taxes and social security taxes; and for all benefit payments and programs. Nothing in this Order is intended to create a relationship, express or implied, of employer-employee, or principal-agent between Buyer and the Seller, or between Buyer and any of the Seller's employees, agents, servants, or subcontractors whether during or on or after completion, cancellation or termination of this Order or if any such relationship is created or claimed by operation of law or otherwise it shall be the subject of the indemnification provisions set out in clause 10 above. Seller shall not incur any expenses or obligations nor make any representations or warranties to third parties binding upon or in the name of Buyer.

19. Applicable Law; Disputes. The interpretation of this Order and the rights and obligations of the parties hereto will be construed and governed by German law, excluding its private international law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods. In any effort to enforce the terms and obligations hereunder, the complaining party will first notify the other party in writing of the alleged dispute and the parties will attempt in good faith to resolve the dispute through prompt discussion and meeting between representatives having decision-making authority regarding the

dispute. If the dispute is not resolved by the 30th day after written notice of the dispute was first made, the complaining party may seek appropriate legal action provided that either party may seek preliminary injunctive or other equitable relief at any time to prevent irreparable harm. Legal action may be brought only in the German courts located in Krefeld. Where the Seller is not an EU entity, the Buyer may at any time by written notice to the Seller elect that any such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Krefeld, Germany by one or more arbitrators appointed in accordance with the said Rules.

20. Cumulative Remedies; Set-Off Rights. All of Buyer's rights and remedies under this Order or at law are cumulative and non-exclusive. Payment to Seller under this Order is subject to set-off or recoupment for any present or future claims that Buyer or its affiliates may have against Seller or its affiliates.

21. Limitation of Buyer's Liability. Any liability of Buyer for any breach of any term or condition imposed upon it, whether such term or condition is contained in this Order or otherwise, will not exceed the purchase price for the Goods directly involved in the alleged breach. Buyer will not under any circumstance be liable for consequential or incidental damages.

22. Entire Agreement. This Order (and any long term agreement under which this Order is issued, if one exists) constitutes the entire agreement between the parties with respect to the subject matter herein and therein and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. No waiver, alteration, modification of or addition to this Order will be binding unless expressly agreed to in writing and signed by duly authorized representatives of Buyer and Seller. A waiver of any of the terms or conditions hereof will not be deemed a continuing waiver but will apply solely to the instance to which the waiver is directed.