

## REGOUT BALANCE SYSTEMS B.V. TERMS AND CONDITIONS OF PURCHASE

### 1. AGREEMENT OF THE PARTIES

These terms & conditions (the “Terms”) are the exclusive and binding agreement between the RBS buyer entity issuing a purchase order (“Buyer”) to the entity of whom such order is addressed, or who performs pursuant to such order (“Seller”) relating to the purchase of the products or services ordered. Any reference to “Buyer) under the Terms or in an applicable purchase order will include and apply to the buying entity, any parent entity and any of its directly or indirectly owned or controlled subsidiaries. Any acknowledgement and/or commencement of performance by Seller shall be deemed acceptance of these Term in full. BUYER HEREBY OBJECTS TO ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY SELLER BY QUOTATION, ACKNOWLEDGEMENT OR OTHERWISE, WHETHER PREVIOUS CONCURRENT OR SUBSEQUENT HERETO. PAYMENT FOR OR ACCEPTANCE OF PRODUCTS OR SERVICES DELIVERED HEREUNDER SHALL NOT BE DEEMED AN ACCEPTANCE OF SELLER’S TERMS AND CONDITIONS. No change, modification or revision of an applicable purchase order shall be effective unless in writing and signed by Buyer’s duly authorized purchasing representative or officer. These Terms represent the entire agreement between parties relating to its subject matter and supersedes all prior representations, discussions, negotiations and agreements whether written or oral.

### 2. INVOICES

Seller shall deliver written invoices to Buyer in duplicate and shall include the following information: Buyer’s purchase order number, product model number, description of products, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Bill of Lading or other shipping documentation shall accompany each invoice. Payment of any invoice shall not constitute acceptance of any products or services or other failure of Seller to meet the requirements of the order. Buyer may at any time set off any amount owed by Buyer or its affiliated companies to seller against any amount owed by Seller or any of its affiliated companies to Buyer. Buyer reserves the right to pay in United States dollars.

### 3. CASH DISCOUNTS

If Seller offers a discount for prompt payment discounts will be computed from the latest of”(a) the scheduled delivery date; (b) the date of actual delivery; or (c) the date a properly filled out original invoice and packing list is received by Buyer. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of Buyer’s check.

### 4. TAXES AND EXPENSE

The prices set forth in the applicable purchase order include all applicable foreign, federal, state and local taxes and miscellaneous charges including but not limited to sales, gross receipts and us taxed, withholding tax, ad valorem (property) taxes, duties, customs, tariffs, forwarding agent’s fees, imposts and surcharges (together, “Taxes”). All such Taxes shall be stated

separately on Seller's invoice. Buyer shall have no obligation or liability for, and Seller agrees to indemnify, defend, and hold Buyer harmless for any liability for Taxes, irrespective of when the tax is assessed, as well as the collection or withholding thereof, including all penalties and interest.

## 5. OVERSHIPMENTS

Buyer reserves the option to refuse or return at Seller's expense, any shipments of products either in excess of the amount, or in advance of the schedule, stated on the face of the applicable purchase order. Any such shipment which Buyer elects not to take will be held at Seller's risk and expense including reasonable storage and other charges while awaiting Seller's shipping instruction.

## 6. PACKING AND SHIPMENT

Unless otherwise specified by Buyer in writing, all products shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (i.) in accordance with good commercial practice and ISTA 1G/1H standards, (ii.) acceptable to common carriers for shipment at the lowest rate for the particular products, and in accordance with all tariffs, governmental laws and regulations and (iii.) adequate to ensure safe arrival of the products at the destination designated in the purchase order and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling and shipping information and also purchase order numbers, date of shipment and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment unless otherwise specified by Buyer in writing. Unless otherwise specifically provided on the face of an applicable Buyer purchase order, all products shall be delivered in FCA or DAP, Buyer's named place (INCOTERMS 2010) Title to all products shall remain with Seller until the time of Buyer's acceptance of such products at Buyer's named place. Seller shall bear all risks of loss, damage or destruction to the products until final acceptance by Buyer at Buyer's named place.

## 7. WARRANTY

(a) Seller warrants that all products delivered to Buyer, including all components and raw material incorporated herein, as well as products corrected under this warranty (i) shall be free from defects in workmanship, materials and manufacturer; and (ii) shall comply with and conform to (A) the requirements under these Terms, (B) any drawings or specifications incorporated herein or under an applicable purchase order or submitted to Buyer, (C) any samples furnished by Seller, (D) documentations and specifications published by Seller, and any response by Seller to a request for proposal or similar inquiry by Buyer; and (iii) comply with all applicable laws and regulations and generally recognized standards and codes; (iv) are new and not counterfeit, and (v) where design is Seller's responsibility be free from defects in design. Seller also warrants that all services shall be provided at the highest professional standards. The foregoing warranties are in addition to all other warranties, whether expressed or implied, and shall survive any inspection, acceptance, and payment by the Buyer. All warranties shall benefit and be enforceable by Buyer and its customers.

(b) Seller represents and warrants that it has the full power and authority to grant the rights granted hereunder. Seller further represents and warrants that neither the products nor their content, promotion, advertisement, sale, distribution, use or other disposition, nor any service, will infringe or violate any copyright, patent, trade secret, trademark, right of publicity or privacy or other personal proprietary right of any third party or contain any defamatory, libelous or obscene matters. Seller further warrants that all products delivered to Buyer shall be free and clear of all liens, and encumbrances and that Buyer shall have the quiet enjoyment thereof

(c) Seller represents and warrants that it complies with all applicable laws, and regulations, including eradication of forced, bonded, indentured, involuntary convict or compulsory labor, as well as illegal child labor in its facilities, and requires their suppliers, including labor agencies to do the same. Seller warrants that its supply chain and materials incorporated into its products comply with the laws prohibiting slavery and human trafficking. Seller agrees to adopt sound human right practices, to treat workers fairly and with dignity and respect, provide a safe and healthy work environment for their workers, conduct business in compliance with applicable environmental and employment laws, and refrain from corrupt practices. In addition to complying with Buyer's supply chain requirements regarding social, environmental and regulatory responsibility Seller shall comply with the applicable standards of the Responsible Business Alliance Code of Conduct (RBA), which can be found at [www.responsiblebusiness.org](http://www.responsiblebusiness.org), and will maintain accurate books and records as it relates to any labor or services provided for Buyer.

(d) Seller warrants that it complies with all applicable governmental, legal and regulatory requirements including, but not limited to, anti-bribery and anticorruption laws, such as the US Foreign Corrupt Practices Act (FCPA). Buyer has the right to conduct or have a third party conduct an independent audit to assure compliance with this provision, as well as require that Seller sign a compliance certificate on an annual basis.

## 8. INSPECTION

(a) All products purchase by Buyer under an applicable purchase order shall be subject to inspection and test by Buyer to the extent practicable at all times and places, during and after the period of manufacture and in any event, prior to acceptance. If inspection or test is made by Buyer at Seller's premises, Seller without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Buyer's inspectors. No inspection or test shall relieve the Seller from responsibility for defects or other failure to meet the requirements of the applicable purchase order and these Terms.

(b) Notwithstanding any prior inspections or payments thereunder, all products shall also be subject to inspection and acceptance at Buyer's plant within reasonable time after delivery. Seller shall provide and maintain an inspection system which is acceptable to Buyer. Seller shall keep and maintain complete and accurate records of all inspection work, which records shall be available to Buyer during the performance of this order and for five years thereafter or such longer period as specified by Buyer.

(c) Buyer may accept or reject shipments in accordance with its established lot inspection procedures. Where rejection of a shipment is appropriately based on Buyer's normal inspection level, the Buyer at its option, and at Seller's cost, may conduct an above normal level of

inspection up to and including 100% inspection of such shipment.

## 9. CHANGES

Buyer may at any time by a written order and without notice to sureties or assignees, suspend performance thereunder, increase or decrease the ordered quantities, or make changes in any or more of the following:

(a)	Applicable drawings, designs or specifications;
(b)	Method of shipment or packaging;
(c)	Place of delivery and/or
(d)	Schedules, including time of delivery

If any such change causes a decrease in the cost of, or the time required for performance of the applicable purchase order, an equitable adjustment shall be made in the order price or delivery schedule, or both, as reasonable determined by Buyer.

## 10. DELIVERY

Time is expressly made of the essence in regard to the performance by Seller of the applicable purchase order. Seller shall be liable for all excess transportation or other surcharges or costs resulting from failure to follow and meet Buyer's routing instructions and delivery schedules. Nor partial or complete delivery shall be made prior to the date or dates designated on the order unless Buyer has given prior written record.

## 11. TERMINATION OR SUSPENSION FOR CONVENIENCE

Buyer, in its sole discretion, may terminate or suspend the products, services or performance of work under an applicable purchase order in whole or in part at any time by written notice to Seller. Upon receipt of such notice from Buyer, Seller shall take such action as Buyer may direct and Buyer agrees to accept an equitable settlement for any such termination or suspension as reasonably determined by Buyer, which settlement shall in no event exceed the purchase price stated under the purchase order for such terminated or suspended products or services.

## 12. DEFAULT OF SELLER

If any products or services delivered under an applicable purchase order do not fully meet the requirements of such order or these Terms, Buyer may (i) require the Seller to promptly correct, at no cost to Buyer, any defective or nonconforming products and services by repair of replacement or reperformance, at the locations specified by Buyer, or (ii) exercise any other remedy or remedies provided under applicable law or in equity or under the applicable purchase order or these Terms, for damages or otherwise, and the foregoing remedies shall not be deemed to be exclusive. Claims by Buyer under an applicable purchase order may be exercised at any time within the later of (i) five years after final acceptance or (ii) the latest time allowed by law.

## **13. WAIVER**

The failure of Buyer to enforce at any time any of the provisions of the applicable purchase order of these Terms, or to exercise any election or option provided therein, or to require at any time performances by the Seller of the provisions thereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of such order or any part thereof, or the right of Buyer thereafter to enforce each and every such provision. No acceptance, payment inspection or failure to inspect, or approval of Seller's product or design or services, shall excuse Seller from any obligation or warranty under the applicable purchase order or these Terms, even if a defect, nonconformity or other deficiency could or should have been observed or detected. A waiver by Buyer of any drawing or specification required for one or more of the products or a portion of the services shall not constitute a waiver of such requirements for the remaining products or services.

## **14. INDEMNITY**

Seller shall indemnify, defend and hold Buyer and its directors, officers, employees, agents and customers harmless from any claims, demands, liabilities, losses, damages, judgments and settlements, including all reasonable costs and expenses related thereto, including attorney's fees, directly or indirectly, arising from any claimed infringement or violation of any copyright, patent, trade mark or other intellectual property right with respect to the products or any claimed breach of the warranty in Section 7(b), or from any act, omission or service of Seller or any of Seller's employees or agents. Buyer agrees to reasonably notify Seller of a claim covered by Section 14 and to cooperate at Seller's expense in the defense thereof.

## **15. NON-DISCLOSURE OF CONFIDENTIAL MATTER AND PUBLICITY**

Products and services provided by Seller pursuant to Buyer's specification or drawings shall not be offered or disclosed to others without Buyer's prior written authorization. The following are confidential information of Buyer: Specifications, drawing, samples and other data furnished by Buyer; software, all information on Buyer's method of doing business, its customers and business plans; and all information marked "Confidential", "Proprietary" or the like. Seller agrees that all such confidential information shall remain at Buyer's property, shall not be disclosed, shall be used only for purposes of Seller's performance under the applicable purchase order and shall be promptly returned to Buyer upon request. Any publicity regarding such purchase order (including pictures, descriptions or samples thereof) is prohibited except with Buyer's prior written proposal.

## **16. CHANGES IN PROCESS OR METHOD OF MANUFACTURING**

Seller agrees that it will not invoke any changes in process or method of manufacturing during the term of Seller's performance under the applicable purchase order without Buyer's written consent. Seller further agrees that any contemplated changes in process or method of manufacturing will be submitted to Buyer in sufficient time to enable Buyer a reasonable

opportunity in which to evaluate such changes.

## **17. LIMITATION OF LIABILITY**

(a) BUYER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, WHETHER ANY OF THE FOREGOING ARISE FROM CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT OR STRICT LIABILITY, EVEN IF BUYER HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES

(b) IN NO EVENT SHALL BUYER'S LIABILITY TO SELLER EXCEED THE AMOUNT OF THE PURCHASE PRICE STATED UNDER THE PURCHASE ORDER AS APPLICABLE TO THE PRODUCTS OR SERVICES IN DISPUTE

(c) SELLER AGREES THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 17 REPRESENTS A DELIBERATE ALLOCATION OF RISK. 18. NOTICES All notices to be given or served under these Terms shall be effective upon receipt at the address appearing on the face of the applicable purchase order, provided that notices to Buyer specify Buyer's authorized buying agent and Buyer's purchase order number

## **19. CHOICE OF LAW**

Unless otherwise agreed in writing, any dispute arising out or in relation to a purchase order will be governed by the law of the jurisdiction where the Buyer receiving the products and services under such purchase order is organized. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

## **20. CHOICE OF FORUM; ATTORNY FEES**

Buyer and Seller hereby submit to the jurisdiction of, and waive any venue objections against, the courts of the jurisdiction where Buyer receiving the products and services under the applicable purchase order is organized in any litigation arising out of such order. In any action or proceeding related to or arising out of the purchase order, the prevailing party shall be entitled to its reasonable attorney's fees and cost.

## **21. EVERABILITY**

If any part of an applicable purchase order is found invalid or unenforceable, that part will be amended to achieve as nearly as possible for the same economic effect as the original provisions and the remainder of the purchase order will remain in full force.

## **22. ASSIGNMENT**

Buyer may assign any applicable purchase order or any right or obligation thereunder upon written notice to Seller. Seller may not assign any purchase order or any right or obligation thereunder except upon the prior written consent of Buyer.

## **23. EXPORT**

Seller shall notify Buyer in writing, before delivery of any products whether such product requires a license from the EU, the US or any foreign government or from any country where the product is delivered. Seller shall provide Buyer all information that Buyer needs to obtain such export license.

## **24. INSURANCE**

Seller shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work under an applicable purchase order that may be performed by any employees, agents or subcontractors of Seller at Buyer's facilities and Seller shall defend, indemnify and hold harmless Buyer from and against all loss, liability, claims and damages arising from or caused directly or indirectly by any act or omission of such employees or agents of Seller, and Seller shall at all times carry and maintain insurance, including but not limited to Commercial General Liability, Automobile, Worker's Compensation and Professional Liability Insurance, necessary to protect Buyer against the aforementioned risks and against any such claims.

## **25. PRIVACY AND DATA SECURITY**

Seller agree to comply with all applicable Privacy and Data Security Laws governing its activities under an applicable purchase order and these Terms "Privacy and Data Security Laws" collectively means all domestic and international privacy and data protection laws, rules, regulations, best practices and regulatory guidance relating to privacy, data security, cybersecurity, and Personal Data, including but not limited to the EU General Data Protection Regulation ("GDPR"). "Personal Data" shall have the meaning of such term or like terms in the Privacy and Data Security Laws. Further, Seller, shall: (a) be responsible for Seller employees and subcontractors' compliance with this paragraph; (b) be responsible for the security, accuracy, quality and legality of Buyer Personal Data where Buyer Personal Data is being accessed by Seller employees and/or its subcontractors as part of Seller's performance hereunder; and (c) have adequate restrictions in place on which Seller employees and subcontractors can access Buyer Personal Data.