

TERMS AND CONDITIONS

1. AGREEMENT This order and these purchase order terms and conditions constitute the sole agreement between the Clear Edge-Germany GmbH company or subsidiary issuing this purchase order ("Clear Edge-Germany GmbH") and the seller regarding the goods ("Goods") and/or services ("Services") specified herein. No other documents, including the seller's proposals, invoices, quotations, or acknowledgments, become part of this order unless approved and signed in writing by an executive of Clear Edge-Germany GmbH. All terms in such seller documents are expressly rejected by Clear Edge-Germany GmbH unless expressly approved in writing by an executive of Clear Edge-Germany GmbH. Clear Edge-Germany GmbH makes no commitment regarding goods or services not listed by Clear Edge-Germany GmbH in this order. No waiver of a term or condition or modification of this order shall be binding on either party unless in writing and signed by an authorized representative of each party.

2. PRICES/TAXES, PAYMENT TERMS AND ACCEPTANCE

2.1 Price. If pricing is not stated on this order or in an executed procurement agreement, then the seller's pricing shall not exceed the lowest prices charged by the seller to other similarly situated customers. Unless otherwise provided in this order, such prices are inclusive of applicable value-added tax (VAT) and other similar taxes, freight charges, and duties. Unless stated otherwise in an executed procurement agreement, all prices shall remain firm for the longer of the term of this order or a minimum of one year. No price change shall be effective unless agreed to in writing by Clear Edge-Germany GmbH. Upon request by Clear Edge-Germany GmbH, the seller's Chief Financial Officer shall provide confirmation to Clear Edge-Germany GmbH that the seller is complying with the first sentence of this provision. In no event shall the seller rely on force majeure or any other similar concept to change pricing to Clear Edge-Germany GmbH or fail to meet its commitments under this provision.

2.2 Taxes. Clear Edge-Germany GmbH shall be responsible for all taxes concerning payments made under this order to the extent such taxes are included in the price. Clear Edge-Germany GmbH shall not be responsible for any taxes measured by the seller's net income or taxes imposed through withholding. A) Withholding Taxes: If Clear Edge-Germany GmbH is required by law to withhold and remit tax relating to an order, Clear Edge-Germany GmbH shall be entitled to reduce the payment by the amount of such tax. B) VAT: If VAT is applicable, it shall be added separately in the seller's invoice, and Clear Edge-Germany GmbH shall remit such taxes to the seller. The seller will not invoice or otherwise attempt to collect from Clear Edge-Germany GmbH any taxes concerning which Clear Edge-Germany GmbH has provided the seller with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority, or (iii) other evidence, reasonably acceptable to the seller, that such taxes do not apply.

2.3 Payment Terms. Payment terms are agreed separately with each supplier and are specified in the individual purchase orders. Clear Edge-Germany GmbH will initiate payment based on the terms specified in the respective purchase order. Any agreed-upon prompt payment discount will be calculated from the date a valid invoice is received by Clear Edge-Germany GmbH. Payment will be made in Euros unless otherwise stated in the purchase order. Payment will not constitute acceptance of Goods and/or Services or impair Clear Edge-Germany GmbH's right to inspect. Acceptance shall be when Clear Edge-Germany GmbH deems the Goods and/or Services to meet Clear Edge-Germany GmbH's criteria ("Acceptance"). Clear Edge-Germany GmbH, at its option and without prior notice to



the seller, shall have the right to set off or deduct from any seller invoice any credits, refunds, or claims of any kind due to Clear Edge-Germany GmbH.

2.4 Invoicing. Where allowed under the relevant laws, the seller shall invoice Clear Edge-Germany GmbH electronically, at the seller's sole expense. Otherwise, hard copy invoices are required. If VAT is applicable, the seller will separately state such taxes on the seller's invoice to Clear Edge-Germany GmbH. The seller shall also ensure that its invoices to Clear Edge-Germany GmbH (whether electronically or otherwise) meet the requirements for the deduction of VAT by Clear Edge-Germany GmbH, where applicable. The seller shall submit invoices and required information as directed by Clear Edge-Germany GmbH. Clear Edge-Germany GmbH may utilize contractors to facilitate Clear Edge-Germany GmbH's order processing. Such use may entail the disclosure of seller information.

3. SHIPMENT, DELIVERY AND IMPORT/EXPORT

3.1 Late Delivery. The seller shall give Clear Edge-Germany GmbH prompt notice of any prospective failure to ship Goods or provide Services on the delivery date specified by Clear Edge-Germany GmbH (the "Delivery Date").

3.2 Portion of Goods/Services Available. If only a portion of Goods and/or Services is available for shipment or performance to meet the Delivery Date, the seller shall promptly notify Clear Edge-Germany GmbH and proceed unless otherwise directed by Clear Edge-Germany GmbH. The seller shall be responsible for any cost increase in the shipment of Goods due to its failure to meet the Delivery Date and/or if such a method does not comply with Clear Edge-Germany GmbH's shipping instructions.

3.3 Non-Compliant Delivery. Overshipments and/or early deliveries may be returned at the seller's sole expense, or Clear Edge-Germany GmbH may delay processing the early delivery invoice until the Delivery Date.

4. CHANGES

4.1 Change or Cancellation. Clear Edge-Germany GmbH can change or cancel any part of this order, such as the quantity, design, or specifications, at no extra cost. This can be done at any time before the shipment, as long as Clear Edge-Germany GmbH informs the seller in advance.

4.2 No Process or Design Changes. The seller shall not make any process or design changes affecting Goods or Services without Clear Edge-Germany GmbH's prior written consent.

4.3 Forecasts. Any forecasts provided by Clear Edge-Germany GmbH shall not constitute a commitment of any type by Clear Edge-Germany GmbH.

4.4 Discontinuance of Goods. The seller shall provide at least twelve (12) months' written notice to Clear Edge-Germany GmbH before the seller's discontinuance of manufacturing any Goods. Such notice shall include, at a minimum, Clear Edge-Germany GmbH part numbers, substitutions, and the last date that orders will be accepted for such Goods.

5. QUALITY AND CONTINUOUS IMPROVEMENT

5.1 Quality System. The seller shall maintain a quality system that ensures compliance that all Goods and/or Services set forth in this order, or otherwise supplied to Clear Edge-Germany GmbH, will meet



the standards specified in the seller's quality system. If requested, the seller shall provide Clear Edge-Germany GmbH with a copy of the seller's quality system and supporting test documentation.

5.2 Continuous Improvement. The seller shall diligently and continuously strive to improve its performance in all areas, including but not limited to quality, delivery time, and pricing. The seller shall continuously evaluate opportunities for cost/price reductions on the Goods and Services and communicate them promptly to the buyer. In the event that implementation of any improvements leads to cost reductions in the development, manufacture, and supply of Goods or Services, such cost reductions shall be shared with the buyer.

6. WARRANTY

6.1 Warranties. The seller warrants that all Goods will (i) be manufactured, processed, and assembled by the seller or its authorized subcontractors; (ii) be free from defects in design, material, and workmanship; (iii) conform to Clear Edge-Germany GmbH's specifications and any requirements and labeling required under any rules, regulations, or laws; (iv) be new and contain first-quality components and parts; (v) be free and clear of all liens, encumbrances, restrictions, and claims against title or ownership; and (vi) not infringe any patent, trademark, copyright, or other intellectual property right of a third party; and (vii) all Services will be performed in a professional manner.

6.2 Survival of Warranties. Except for non-infringement in Section 6.1 (vi). above which shall survive indefinitely, all other warranties specified herein shall: (i) survive any inspection, delivery, acceptance, or payment by Clear Edge-Germany GmbH; (ii) be in effect for the longer of the seller's normal warranty period or the one (1) year period following the date of acceptance of the Goods and/or Services by Clear Edge-Germany GmbH; and (iii) extend to Clear Edge-Germany GmbH and its successors, assigns, and customers.

6.3 Epidemic Failure Warranty. The seller warrants all Goods against Epidemic Failure for a period of three years after Clear Edge-Germany GmbH's acceptance. Epidemic Failure means the occurrence of the same failure, defect, or non-conformity with an order in 1% or more of Goods within any three-month period.

6.4 Clear Edge-Germany GmbH's Right to Inspect. Clear Edge-Germany GmbH may, at any time, inspect the Goods and associated manufacturing processes, at the seller's plant or subcontractor's plant. The seller will inform its vendors and subcontractors of Clear Edge-Germany GmbH's right to inspect and shall secure that right for Clear Edge-Germany GmbH if necessary.

7. NON-COMPLYING GOODS AND/OR SERVICES

7.1 Non-Compliance. Any Goods or Services that are not in conformity with the requirements of an order ("Non-Complying Goods" and "Non-Complying Services", respectively), may be returned at Clear Edge-Germany GmbH's option at the seller's risk and expense. Clear Edge-Germany GmbH may procure similar Goods or Services in substitution for the Non-Complying Goods or Services, and the seller shall refund the cost of the Non-Complying Goods and Service and reimburse Clear Edge-Germany GmbH upon demand for all additional costs incurred by Clear Edge-Germany GmbH.

7.2 Epidemic Failure Remedy. If an Epidemic Failure occurs, all costs, including but not limited to, replacement Goods, parts, upgrades, materials, labor, transportation, and inventory replacement arising from an Epidemic Failure shall be borne by the seller, regardless of whether Clear Edge-Germany GmbH initiates a field stocking recall or customer-based recall or retrofit, including Goods



in distributor inventory and Clear Edge-Germany GmbH's installed base. The seller, at its expense, will ensure that such Goods, parts, or upgrades have the highest shipping priority. Clear Edge-Germany GmbH reserves the right to procure, upon terms it deems appropriate, similar goods to substitute the affected Goods, and the seller shall promptly reimburse Clear Edge-Germany GmbH for all costs, charges, prices, and fees paid in purchasing the substitute goods.

8. DEFAULT

8.1 If the seller fails to perform or breaches any provision of this order, or any other order or agreement with Clear Edge-Germany GmbH, Clear Edge-Germany GmbH may terminate the whole or any part of this order unless the seller cures the breach within ten (10) business days after receipt of Clear Edge-Germany GmbH's notice of breach. The term "breach" shall include, without limitation, any: (i) proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against the seller; (ii) appointment, with or without the seller's consent, of a receiver or an assignee for the benefit of creditors; (iii) failure to provide Clear Edge-Germany GmbH with reasonable assurances of performance on Clear Edge-Germany GmbH's request; or (iv) other failure to comply with this order. If Clear Edge-Germany GmbH terminates this order in whole or in part as provided in Section 8.1, Clear Edge-Germany GmbH may procure Goods or Services similar to the Goods or Services as to which this order is terminated. The seller shall reimburse Clear Edge-Germany GmbH upon demand for all additional costs incurred.

9. INDEMNIFICATION, INSURANCE, AND CONFIDENTIAL INFORMATION

9.1 General Indemnification. The seller agrees to protect, defend, indemnify, and save Clear Edge-Germany GmbH harmless from all sums, costs, and expenses as a result of any and all loss, expense, damage, liability, claims, demands, either at law or in equity, resulting from any failure of the supplier or the Goods to comply with applicable law or regulation, personal injury or death, or damages to property resulting directly or indirectly from the performance of the seller hereunder.

9.2 Intellectual Property Indemnification. The seller agrees to defend, indemnify, and hold harmless Clear Edge-Germany GmbH and its affiliates, subsidiaries, assigns, agents, subcontractors, distributors, and customers (collectively "Indemnitees") from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, arising from: (i) any claim that the seller's Goods or Services, or the use, sale, or importation of them, infringes any intellectual property right. Without limiting the foregoing, the seller will pay all costs, damages, and expenses (including reasonable attorneys' fees) incurred by Clear Edge-Germany GmbH and/or its Indemnitees and will pay any award with respect to any such claim or agreed to in the settlement of that claim.

9.3 Infringing Goods or Services. If the use of any Goods or Services is enjoined (collectively, "Infringing Goods"), the seller shall at its expense procure the right for Clear Edge-Germany GmbH to continue using or receiving the Infringing Goods. If the seller is unable to do so, the seller shall at its expense (and at Indemnitees' option): (i) replace the Infringing Goods with non-infringing Goods or Services of equivalent form, function, and performance; or (ii) modify the Infringing Goods to be non-infringing without detracting from form, function, or performance; or (iii) if unable to replace or modify the Infringing Goods, refund in full all monies paid by Clear Edge-Germany GmbH for the Infringing Goods and pay all reasonable costs incurred by Clear Edge-Germany GmbH in replacing the Infringing Goods.



9.4 Removal of Clear Edge-Germany GmbH's Trademarks. The seller shall remove from all Goods rejected, returned, or not purchased by Clear Edge-Germany GmbH, Clear Edge-Germany GmbH's name and any of Clear Edge-Germany GmbH's trademarks, trade names, insignia, part numbers, symbols, and decorative designs, before any other sale, use, or disposition of such Goods by the seller.

9.5 Insurance. During the performance of this order, the seller will maintain in full force and effect, at the seller's expense, Workers' Compensation insurance as required by law or regulation, having jurisdiction over the seller's employees. If Workers' Compensation is through a Social Scheme, which is any compulsory insurance program administered and enforced by the government, the seller agrees to be in full compliance with such laws. Employer's Liability insurance in amounts not less than the local currency equivalent of €1,000,000. Where permitted by law, such policies will contain a waiver of the insurer's subrogation rights against Clear Edge-Germany GmbH. In addition, the seller shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations, contractual liability, and property damage that may arise out of the use of the Goods or acts of omission of the seller under this order, and containing such other provisions as may be required by Clear Edge-Germany GmbH. Such policy or policies shall provide a coverage minimum of €1,000,000 per occurrence. Each policy shall name Clear Edge-Germany GmbH, its officers, directors, and employees as additional insureds. All such policies shall provide that the coverage thereunder shall not be terminable without at least thirty (30) days prior written notice to Clear Edge-Germany GmbH. Upon demand by Clear Edge-Germany GmbH, the seller shall promptly supply Clear Edge-Germany GmbH with certificates of insurance of such policies. In no event will the coverage or limits of any insurance maintained by the seller under this order, or the lack or unavailability of any other insurance, limit or diminish in any way the seller's obligations or liability to Clear Edge-Germany GmbH hereunder.

9.6 Confidential Information and Publicity. This section shall apply unless the seller has a separate written confidentiality agreement in place with Clear Edge-Germany GmbH that covers the same subject matter as this agreement. "Confidential Information" includes all information designated by Clear Edge-Germany GmbH as confidential, the existence and the terms and conditions of this order, and including but not limited to, all information or data concerning the Goods and/or Services, general business plans, customers, costs, forecasts, and profits. Except as required for the seller's performance of this order, the seller shall not use or disclose any Confidential Information obtained from Clear Edge-Germany GmbH or otherwise prepared or discovered by either the seller or Clear Edge-Germany GmbH and shall protect the confidentiality of Confidential Information with the same degree of care as the seller uses for its similar information, but no less than reasonable care. Publicity: The seller shall not make or authorize any news release, advertisement, or other disclosure to any third party which shall deny or confirm the existence of this order or reveal the terms of this order without prior written consent of Clear Edge-Germany GmbH.

9.7 Personal Data. The seller agrees to comply with all applicable export and personal data protection laws, regulations, and rules when collecting, storing, transferring, sharing, and/or otherwise processing any Personal Data in connection with this order. "Personal Data" shall mean any information related to any identified or identifiable natural or legal person, including but not limited to Clear Edge-Germany GmbH employees and customers, and any other additional data deemed as personal data under any applicable personal data protection laws. Unless expressly agreed otherwise, any Clear Edge-Germany GmbH employee or customer Personal Data Clear Edge-Germany GmbH discloses to the seller may only be used by the seller to perform its obligation under this order, and must not be sold, rented, or leased to anyone.

10. COMPLIANCE WITH LAWS

10.1 General. The seller will at all times comply with all federal, state, local, and foreign laws, rules, and regulations applicable to its obligations under this order and, if applicable, its manufacture of Goods. The seller's representation includes compliance with all laws that prohibit human trafficking and slave labor such as the UK Modern Slavery Act of 2015 and similar laws. The seller shall furnish to Clear Edge-Germany GmbH all information and certifications required to show the seller's compliance with all laws and to enable Clear Edge-Germany GmbH to comply with such laws, rules, and regulations in its use of the Goods and Services or as reasonably requested.

11. TOXIC SUBSTANCES AND MATERIAL DATA SAFETY SHEETS

11.1 Chemical Substances. The seller warrants that: (i) each chemical substance contained in Goods is on the inventory of chemical substances compiled and published by the relevant environmental protection agency; (ii) all Material Safety Data Sheets required to be provided by the seller for Goods shall be provided to Clear Edge-Germany GmbH before shipment of the Goods and shall be complete and accurate, and (iii) all Goods will include any labeling required by applicable law or regulation.

12. MISCELLANEOUS

12.1 No Assignment. The seller shall not delegate or assign its rights or obligations without Clear Edge-Germany GmbH's prior written consent. Any attempted delegation or assignment by the seller without such consent shall be void.

12.2 Choice of Law. This order shall be interpreted and governed by the domestic laws of Germany.

12.3 Limitation of Liability. To the extent permitted by applicable law, in no event will Clear Edge-Germany GmbH, including its subsidiaries, be liable for any lost revenues, lost profits, incidental, consequential, special, or punitive damages. In no event shall Clear Edge-Germany GmbH's liability exceed the amounts paid by Clear Edge-Germany GmbH for the products and services in this purchase order.

12.4 Non-Restrictive Relationship. Clear Edge-Germany GmbH shall not be precluded from independently developing, acquiring from other third parties, distributing, or marketing other Goods or Services which may perform the same or similar functions as the Goods or Services provided under this order.