



GENERAL TERMS AND CONDITIONS
FOR PURCHASE OF GOODS AND SERVICES

1. General Applicability and Order of Preference

- 1.1 These General Terms and Conditions for Purchase of Goods and Services (“**General Terms**”) apply for the purchase of goods, services, or any combination thereof (collectively, “**Goods**”) as described in a Purchase Order issued by the buyer identified in the Purchase Order or agreement (hereinafter “**Buyer**”) from a supplier or service provider as described in the Purchase Order or agreement (hereinafter “**Supplier**”) with each being referred to as a “**Party**” or together as “**Parties**.”
- 1.2 A “**Purchase Order**” is an order issued by Buyer for the purchase of Goods, together with any specifications, drawings, or other documents incorporated by reference in or attached to a Purchase Order. Buyer rejects any additional or conflicting Supplier terms and conditions (whether included in Supplier’s quote, acknowledgement, invoice, or any other document) regardless of Buyer’s payments or acceptance of Goods. **NO CHANGE TO OR MODIFICATION OF A PURCHASE ORDER OR THESE GENERAL TERMS WILL BE BINDING UNLESS IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BUYER, SPECIFICALLY STATING THAT IT AMENDS THE PURCHASE ORDER OR THESE GENERAL TERMS.**
- 1.3 The Purchase Order and these General Terms supersede any prior communication, representations, promises, or negotiations, whether oral or written, regarding the subject matter of the Purchase Order. All documents referenced herein, in a Purchase Order, or in an agreement entered into by the Parties are interpreted together as one “**Agreement**.” If there is an irreconcilable conflict among the provisions of such documents, the following order of precedence applies: 1) any document executed by both Parties after execution of a Purchase Order expressly superseding the terms of the Purchase Order; 2) any document executed by the Parties expressly superseding existing terms or agreements; 3) a master, framework, or other agreement entered into by the Parties regarding the sale and purchase of Goods; 4) the Purchase Order and any terms or documents incorporated therein by reference; and finally, 5) these General Terms.

2. Price

- 2.1 Supplier will furnish the Goods at the prices and currency stated in the Purchase Order. Supplier’s prices include all taxes, fees and/or duties applicable to the Goods purchased under the Purchase Order and all packaging and freight to the specified delivery point; provided, however, that any value added tax (or equivalent tax) that is recoverable by Buyer shall not be included in Supplier’s price but shall be separately identified on Supplier’s invoice. If Supplier is legally obligated to pay value added (or equivalent tax), Supplier shall invoice Buyer in accordance with applicable rules to enable Buyer to reclaim such tax. Supplier shall offer fair and reasonable pricing.

3. Delivery

- 3.1 Supplier will deliver Goods to the location and in the quantities and on the date(s) specified in the Purchase Order. For Goods that include services or deliveries involving installation or assembly, punctual delivery is contingent on Buyer’s acceptance of the Goods. Time is of the essence and failure to deliver Goods in accordance with the date(s) specified in the Purchase Order will be considered a material breach.
- 3.2 Each delivery must be accompanied by a packing slip or a delivery note specifying the content, lot number, batch number, the quantity and the complete Purchase Order identification number, as well as any applicable expiration date.

4. Delay and Penalty

- 4.1 When timely performance of the Purchase Order is or may be delayed, Supplier must, upon recognition of such delay, immediately provide written notice to Buyer that states all relevant information, including but not limited to the reasons for the potential delay and Supplier’s short-term and long-term mitigation strategies.

5. Packaging and Shipment

- 5.1 All Goods will be packaged according to Buyer’s instructions or specifications or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. Environmentally friendly packaging material shall be used where possible.
- 5.2 If Goods are damaged during transit as a result of Supplier’s failure to package the Goods in this manner, Supplier will be responsible for replacement of any damaged Goods or, if applicable, replacement of any segregable portion that is damaged with new (not refurbished) parts.
- 5.3 If requested by Buyer, Supplier will give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation.
- 5.4 The Supplier must provide Buyer with all information and data necessary 1) to comply with shipping, export, customs, and international trade regulations; and 2) to lawfully minimize duties, taxes, and fees.

6. Shipping Terms, Title Transfer, and Risk of Loss

- 6.1 Unless otherwise agreed or stated in the Purchase Order, Supplier will deliver the Goods Delivery Duty Paid “DDP (Incoterms 2020)” to the Buyer-designated location. For deliveries with installation and assembly and for services, the risk passes to Buyer upon final assent that Buyer has accepted the Goods.
- 6.2 In the case of pricing from Supplier’s sales warehouse, Supplier shall ship Goods at the lowest cost, unless Buyer has directed or agreed otherwise. Supplier shall be responsible for any additional costs if Supplier fails to comply with this requirement. In the case of delivered pricing, Buyer may determine the transportation type.
- 6.3 Supplier shall be responsible for any expedited shipping costs to meet a delivery date unless agreed by Buyer in writing. Supplier shall not charge Buyer any shipping, carrier, logistic, storage, or similar insurance without express written permission from Buyer.
- 6.4 Title to Goods passes to Buyer upon receipt of the Goods at the Buyer-designated location, whether it is an address of the Buyer or of any third party designated by Buyer. Supplier guarantees that no third-party rights exist (e.g. retention of title, right of lien) and indemnifies Buyer against such claims from third parties.

7. Inspection

- 7.1 Buyer may inspect all or a sample of Goods and may reject all or any portion of the Goods that is defective or nonconforming. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any defects.

8. Invoices and Payment

- 8.1 Unless otherwise instructed by Buyer, Supplier will submit an electronic invoice to Buyer’s specified email address or system after each shipment. The invoice will include Supplier’s information (name, mailing address, and email address), the complete Purchase Order identification number, a list and description of the Goods, quantity of Goods shipped, amount due, shipping information, country of origin, and any other information necessary for identification and control of the Goods or otherwise specified by Buyer. The invoice will clearly note any prior payments for the invoiced Goods in calculation of the amount due under the invoice. The invoice must also include the relevant valid minimum tax law requirements for the Goods.
- 8.2 Invoices are deemed to have been received by Buyer and the time limit for payment begins only after their correct submission. If Supplier is obliged to deliver documentation, operation instructions or certificates of material checks, the time limit for payment of invoices does not begin until such materials have been received.
- 8.3 Unless otherwise agreed, payments shall be made by electronic wire transfer within sixty (60) days net or as otherwise directed in the Purchase Order following the later of: 1) delivery of the entire order of Goods (as opposed to partial delivery); or 2) acceptance and receipt of a proper invoice. A cash discount deduction



is also permitted if the Buyer offsets or retains an appropriate amount of payment due to defects. With regard to the retained amount, the time limit for payment starts once the defect has been completely cured to Buyer's satisfaction.

8.4 Payment does not constitute recognition of the correctness of the invoice or of the contractual delivery of Goods.

9. Set-Off, Retention, and Assignment of Claim

9.1 Buyer is entitled to set-off and retention rights to the statutory extent permitted.

9.2 Supplier is not entitled to offset rights unless its counter claims are determined to be correct in a legal action, are undisputed, or are recognized by Buyer. Without prior written consent of Buyer, Supplier may neither transfer nor assign or pledge the delivery obligation or any payment claim under the business relationship, either as a whole or in part, to any third party.

10. Warranty, Warranty Period, Claims Period

10.1 Supplier warrants to Buyer, its successors, assigns, customers, and end users that all Goods (including all replacement or corrected Goods or components): will be free from defects in material, workmanship, and design; will conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Buyer; will be merchantable and fit for the intended purpose (to the extent the Goods are not of a detailed design furnished by Buyer); will comply with all laws; will be free and clear of any liens or other encumbrances and will not infringe any patent, published patent applications, trademarks, copyrights, trade secrets, or other intellectual property rights of any third party. Supplier warrants that services (incorporated in the definition of Goods) will be performed in a workmanlike manner and in accordance with the highest standards in the applicable industry. These warranties are not limited or excluded by any other warranty, statement, or disclaimer, expressed or implied. Goods that do not meet all the preceding standards are collectively called "Nonconforming Goods."

10.2 Unless conditioned on acceptance, otherwise agreed, a longer period dictated by material specifications, or required by law, the warranty period is twenty-four (24) months from the date of delivery ("Warranty Period"). These warranties survive delivery, inspection, acceptance, and payment by Buyer. Claims for breach of warranty do not accrue until discovery of Nonconforming Goods, even if the goods were previously inspected. Any applicable statute of limitations runs from the date of actual discovery.

10.3 If a defect occurs within the first six (6) months of the Warranty Period, it shall be presumed that this defect was present at the time of the transfer of risk, unless this presumption is incompatible with the type of Goods or defect.

10.4 In this Agreement, the term "Deliverables" means all items in tangible and intangible form, including goods, services, inventions, discoveries, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation, and materials, that Supplier creates, prepares, or delivers to Buyer, or otherwise produces, conceives, makes, proposes, or develops as a result of this Agreement. Supplier represents and warrants that the Goods and any Deliverables do not infringe any patent, trademark, copyright, or trade secret right of any third party, and that no third party holds any security interest or property rights in any of the Goods. The warranty contained in this Section 10.4 shall survive in perpetuity.

11. Defects, Remedies, and Claims for Defects

11.1 Supplier will compensate Buyer for any costs and damages incurred as a result of the delivery of Nonconforming Goods, including but not limited to extra freight costs, duties, taxes, and tariffs.

11.2 Supplier must notify Buyer's relevant billing contact, procurement contract, and quality manager in writing immediately upon discovery that any defective or Nonconforming Goods were supplied to Buyer. Upon notification from Supplier or discovery by Buyer, Buyer may require Supplier to promptly correct or replace the Nonconforming Goods by providing written notice to Supplier. In the event that Supplier fails to correct or replace the Nonconforming Goods within a reasonable time, but not to exceed thirty (30) days, Buyer may without prejudice to further rights and claims at its option correct any retained defective or Nonconforming Goods at Supplier's expense; replace them with Goods from another supplier and charge Supplier the cost thereof; or terminate the Purchase Order for cause.

11.3 If the defect or nonconformance can only be observed for the first time during processing or operation, Buyer is entitled, regardless of its other claims, to claim compensation for wasted work.

12. Quality and Quality Control

12.1 Supplier shall comply with the generally acknowledged state of the art and the applicable statutory regulations and official requirements as amended from time to time, as well as the operational rules and requirements of Buyer. This specifically includes, without limitation, accident prevention regulations and generally acknowledged technical security requirements and provision of notice regarding any defects.

12.2 When requested by Buyer, Supplier shall without any delay submit real-time production and process data ("Quality Data") in the form and manner requested by the Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("Supplier's Quality System") covering the Goods provided hereunder that is acceptable to Buyer and its customers and complies with Buyer's quality policy, quality requirements in this Purchase Order and/or other quality requirements that are otherwise agreed to in writing by the parties ("Quality Requirements"). Acceptance of Supplier's Quality System and approval of qualification by Buyer does not alter Supplier's obligations and/or liability under this Purchase Order, including, Supplier's obligations regarding its sub-suppliers and subcontractors. If Supplier's Quality System fails to comply with the terms of this Purchase Order, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet the Quality Requirements.

12.3 Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer and its customer for the longer of: 1) three (3) years after completion of this Purchase Order; 2) such period as set forth in the specifications applicable to this Purchase Order; or 3) such period as required by applicable law.

12.4 Buyer shall have the right, at no charge to Buyer, to access the sites where the work under this Purchase Order is performed to assess conformance with Buyer's specifications, to conduct quality audits, and/or to perform or witness inspections or tests of the Goods (including any services) furnished hereunder at Supplier's facility (or elsewhere).

12.5 If applicable, Buyer's independent certifying/accrediting entity (i.e., Notified Body) shall have the right to perform quality controls/audits at the production and storage premises of Supplier during regular business hours, including unannounced audits in the case of the supply of medical devices/medical device components. If applicable and required, Supplier shall facilitate similar access at the production and storage premises of Supplier's suppliers.

12.6 If Supplier is not the manufacturer of the Goods, Supplier shall certify the traceability of the Goods to any original equipment manufacturer on the certificate of conformance. If Supplier cannot certify traceability of the Goods, Supplier shall not ship such Goods to Buyer without obtaining Buyer's written consent.

12.7 If required, Supplier will enter into a separate agreement regarding the production and/or quality of Goods ("Quality Agreement"), which will take precedence to the extent that there is any conflict with this Section 12.

13. Materials Disclosure

13.1 In applicable jurisdictions, in addition to any other warranties, Supplier warrants that all Goods (a) are compliant, to the extent applicable, with EU RoHS (RoHS-1 and RoHS-2) Directives, POP Directive (850/2004/EC), the Stockholm Convention on Persistent Organic Pollutants, and/or country/regional equivalents; and (b) do not contain any substances regulated as a substance of very high concern (SVHC) in Annex XIV of the EU Registration, Evaluation,



Authorization of Chemicals (REACH) Directive, Annex XVII of the REACH or equivalent legislation under other applicable jurisdictions, unless Supplier provides explicit, written notification to Buyer (including additional explicit, written notification to Buyer as new substances are added to the REACH and Annex XIV, Annex XVII, and Candidate List). Supplier shall provide Buyer with reasonable advance notice of changes to the Goods impacting the above directives.

13.2 Upon Buyer's written request, Supplier shall provide to Buyer within seven (7) business days, in such form and detail as Buyer requests, a list of all materials incorporated in the Goods, the amount of such materials, and information concerning any changes in or additions to such materials to the best of Supplier's knowledge. Without limitation of the foregoing, when applicable and upon Buyer's request, Supplier shall provide to Buyer all information (in sufficient detail), with written certifications thereof, to enable Buyer to timely comply with all of Buyer's and Buyer's customers' due diligence, disclosure and audit requirements under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") and Rule 13p-1 and Form SD under the Securities Exchange Act of 1934, and all similar, applicable statutes and regulations, including due inquiry of Supplier's supply chain (and certifications by such suppliers) identifying conflict minerals (as defined in Section 1502(e)(4) of the Dodd-Frank Act) contained in each of the Goods and the country of origin of such conflict minerals (or, following due inquiry, why such country of origin cannot be determined). Supplier further agrees to participate in Buyer's conflict minerals reporting process/system as required by Buyer.

13.3 If applicable and if the Goods contain chemicals determined by the state of California, U.S.A. pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq ("Proposition 65"), to cause cancer or birth defects or other reproductive harm, such Goods will bear warning labeling in full compliance with Proposition 65 or, if such chemicals are in amounts that do not require warning labeling under Proposition 65, Supplier will provide Buyer with a certification stating that warning labeling is not required as well as the test protocol and test results to support such certification.

14. Indemnification

14.1 Supplier (the "Indemnifying Party") will, at its expense, indemnify, defend, and hold harmless Buyer and its owners, subsidiaries, affiliates, officers, directors, employees, principals, agents, successors, assigns, and customers (collectively "Indemnitees") from and against any and all loss, cost, expense, damage, claim, demand, or liability, including, without limitation, reasonable attorney and professional fees and costs, settlements, compromises, judgments, or verdicts, incurred by or demanded of an Indemnitee and arising out of, resulting from, or occurring in connection with the Supplier's negligence, willful misconduct, breach of the terms of a Purchase Order or these General Terms, or delivery of Nonconforming Goods and any liability for any personal injury, death, and/or property damage caused by the Goods provided by Supplier, whether performed on the premises of Supplier or Buyer or elsewhere, irrespective as to when such condition may arise or be discovered (an "Indemnified Event"). Indemnified Events include without limitation claims brought by Buyer's customers, third-party claims, and inter-party claims. In no event will Supplier enter into any settlement concerning an Indemnified Event without Buyer's prior written consent.

15. Intellectual Property Indemnification

15.1 For Goods provided under any Purchase Order, Supplier will, at its expense, defend and indemnify an Indemnitee from and against any and all loss, cost, expense, damage, claim, demand, or liability, including, without limitation, reasonable attorney and professional fees and costs, settlements, compromises, judgments, or verdicts, incurred by or demanded of an Indemnitee and arising out of, resulting from, or occurring in connection with any actual or alleged: 1) patent, copyright, or trademark infringement; 2) unlawful disclosure, use, or misappropriation of a trade secret; or 3) violation of any other third-party intellectual property right, arising out of the use, sale, importation, distribution, reproduction, or licensing of any Goods or Deliverables, and from expenses incurred by an Indemnitee in defense of such suit, claim, or proceeding if Supplier does not undertake the defense thereof. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority and information and assistance (at Supplier's expense) for the defense of same. Supplier will have the right to conduct the defense of any such claim or action and, consistent with Indemnitee's rights hereunder, all negotiations for its settlement. Supplier will not enter into any settlement without Buyer's prior written consent, which will not be unreasonably withheld. Indemnitee may participate in defense or negotiations to protect its interests. If use of any Goods is enjoined, then, in addition to any other rights Buyer may have hereunder, at equity or under applicable law, Supplier shall, at Buyer's option and Supplier's expense, either: 1) procure for Indemnitees the right to continue using such Goods as contemplated under this Agreement; 2) replace the same with a non-infringing equivalent; or 3) remove the Goods and/or halt such use of the Goods in providing Goods and refund the purchase price to Buyer, and in all cases, Supplier shall be responsible for all related costs and expenses.

16. Product Liability, Release

16.1 If Buyer, any of Buyer's customers or any "Governmental Authority" (defined broadly to include any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government) determines that any Goods sold to Buyer are defective as a result of Supplier's failure to perform in accordance with any standards of specifications set forth herein, and a recall campaign is necessary, Buyer will have the right to implement such recall campaign and return defective Goods to Supplier or destroy such Goods, as determined by the Buyer in its reasonable discretion, at Supplier's sole cost and risk. If a recall campaign is implemented, at Buyer's option and Supplier's sole cost, Supplier shall promptly replace any defective Goods with conforming Goods and provide such replacement Goods to Buyer or Buyer's designee. The foregoing will apply even if any product warranty applicable to the Goods have expired. Supplier will be liable for all of Buyer's costs associated with any recall campaign if such recall campaign is based upon a reasonable determination that the Goods fail to conform to the specifications or warranties set forth in this Agreement. In the event such recall campaign is necessary due to a defect in the designs, drawings, or specifications provided to Supplier by Buyer, Buyer will be liable for all costs associated with such recall campaign.

17. Limitation of Buyer's Liability

17.1 TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL NOT BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. BUYER'S TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE PURCHASE ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR PORTION THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR, ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

18. Buyer's Property Rights

18.1 Any samples, manufacturing, equipment, parts, tools, profiles, measuring and testing equipment, materials provided, drawings, work standard sheets, print templates and similar that Buyer provided to Supplier remain the property of Buyer ("Buyer's Property"). Supplier may use Buyer's Property only for purposes of fulfilling the Purchase Order. Supplier may not duplicate Buyer's Property, make Buyer's Property available to third parties, or disclose any confidential information related to Buyer's Property or Supplier's possession thereof. Supplier may not make items manufactured using Buyer's Property accessible to third parties, nor may Supplier give them or sell such items to third parties. Supplier shall store Buyer's Property free of charge and with the reasonable care of a



commercial entity. Supplier shall keep Buyer's Property separate from other property in Supplier's possession. Supplier shall label Buyer's Property as the property of Buyer and, upon Buyer's request, provide photographic evidence of such labeling.

- 18.2 The processing or reconstruction of materials provided by Buyer is carried out for Buyer. Buyer immediately becomes the owner of the new or reconstructed item. If this is not possible for legal reasons, Buyer and Supplier agree that Buyer becomes the owner of the new item during processing or reconstruction. Forms, tools, templates, print templates, etc. that Buyer is billed for become the property of Buyer upon payment. Supplier shall store these items and materials free of charge for Buyer and with the reasonable care of a commercial entity.
- 18.3 After the delivery of Goods under the Purchase Order, Supplier shall return Buyer's Property, unless directed otherwise by Buyer.

19. Spare parts/Provision of services

- 19.1 Unless otherwise agreed in writing, Supplier shall sell necessary spare parts to Buyer or identify an alternate source of necessary spare parts for ten (10) years or the useful life of the Goods, whichever is longer, following delivery and acceptance of the Goods.
- 19.2 Upon Buyer's written request, Supplier shall provide Buyer's employees with training on the usage and maintenance tasks and to expertly carry out necessary services for a period of ten (10) years following the provision of the Goods.

20. Confidentiality

- 20.1 The existence and terms of the Purchase Order; any data, specifications, drawings, technology or other information or materials that relate to the business, technology, prospects, financial condition or other proprietary or confidential information of Buyer which Supplier may obtain from Buyer or otherwise discover, including, without limitation, customers and customer lists, and all Supplier's information derived from or incorporating any of the foregoing shall be maintained by Supplier as confidential using the same degree of care that Supplier uses to protect its own confidential information or materials (but no less than reasonable care) and shall be used only for purposes of fulfilling the Purchase Order. Absent a formal written agreement to the contrary, all data, specifications, drawings, technology, and other information or materials supplied to Buyer by Supplier will be provided to Buyer on a non-confidential basis and may be used and/or disclosed by Buyer without restriction.

21. Termination

- 21.1 The nonbreaching Party may terminate any Purchase Order or, if applicable, any agreement related to the Goods entered into by the Parties, in whole or in part, without liability, if the other Party commits a material breach and, to the extent such breach is possible to be remedied, the breaching Party fails to remedy the breach within thirty (30) calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, late delivery, delivery of Nonconforming Goods, or any misuse or disclosure of Buyer's intellectual property rights or Confidential Information that has not been expressly permitted in writing by Buyer.
- 21.2 A solvent Party may terminate any Purchase Order or, if applicable, any contract or agreement entered into by the Parties, in whole or in part, upon written notice if the other Party becomes insolvent or if any petition is filed or proceedings commenced by or against that Party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- 21.3 Buyer reserves the right to terminate a Purchase Order or any part hereof for its sole convenience before Supplier has taken actions to fulfill the Purchase Order or within seventy-two (72) hours of placing the Purchase Order, whichever is later. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. Supplier shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided. Any raw material or in process work can be purchased at cost by Buyer only up to the amount needed to fulfill the Purchase Order. Supplier will provide documentation of their purchase cost. Buyer will not be responsible for any material that can be returned to Supplier's supplier, that can be resold, or that can be repurposed or used as part of normal operations for Supplier's other customers.
- 21.4 If Buyer terminates a Purchase Order under subsection 21.3 above, Buyer's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Buyer before the termination, and a sum reflecting the costs of time and materials attributable directly to work in process on behalf of Buyer if, at the time of termination, 1) such work in process pertains to goods that are unique to Buyer and 2) Supplier has not made sales of such goods to any other customer within the past twelve (12) months. Such compensation shall not include loss of anticipated profits or any consequential loss.
- 21.5 To the extent that any portion of a Purchase Order is not terminated under this Section 21, Supplier will continue performing that portion.
- 21.6 Stop Work. At any time by written notice and at no cost, Buyer may require Supplier to stop all or any part of the work under a Purchase Order for up to 60 calendar days ("Stop Work Order"), and for any further period as mutually agreed. Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time, Buyer may, in whole or in part, either cancel the Stop Work Order or terminate the work under this Section 21. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.

22. Force Majeure/Excusable Delay

- 22.1 Neither Party will be liable for any failure or delay in performance hereunder due to any of the following causes, to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy ("Force Majeure Event").
- 22.2 The Party affected by an excusable delay will promptly provide written notice to the other, including information on the expected duration of the delay, and will use all reasonable efforts to remedy the delay if it can be remedied. Supplier is responsible for ensuring the supply of Goods to Buyer resumes as soon as practicable. If Supplier's delivery is delayed, Buyer may, at Buyer's sole option, cancel scheduled deliveries or elect to extend the period of performance, and Supplier will allocate its available supply of Goods in a manner that assures Buyer of at least the same proportion of Supplier's total output as was allocated to Buyer before the excusable delay event. If delivery of any Goods is delayed for more than 45 calendar days, Buyer may, without liability, cancel all or any part of the Purchase Order.

23. Compliance with Laws and Policies

- 23.1 Compliance with Laws. Supplier shall comply with all applicable laws, statutes, ordinances, rules, regulations, orders, or other standards pertaining to the Goods provided to Buyer (collectively, "Laws"), as such Laws may be updated and superseded from time to time. Supplier warrants that (1) the Goods are manufactured in compliance with all applicable human rights laws (including the UK Modern Slavery Act 2015 and Australia Modern Slavery Act 2018), the California Transparency in Supply Chain Act, all anti-bribery and anti-corruption laws (including the U.S. Foreign Corrupt Practices Act); (2) neither Supplier nor any of its subcontractors utilize child labor, slave labor, prisoner labor, or any other form of forced or involuntary labor. Supplier, by acceptance of the Purchase Order, agrees to comply with the Walsh-Healthy Public Contracts Act of June 30, 1936, as amended, and the Fair Labor Standards Act of 1938, as amended (certifications to be furnished on request). Supplier, in the performance of all acts required by the Purchase Order, shall not discriminate against any employees or applicant for employment because of race, creed, sex, color or national origin.



- 23.2 **Product Safety.** Supplier shall comply with product safety legislation. Supplier guarantees that Goods provided hereunder as of the date of such shipment (or delivery) are, on such date, compliant with applicable Laws and not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and (where appropriate) that on such date, the Goods shipped (or delivered) complies with all the requirements and regulations under the Radiation Control for Health and Safety Act or similar directives. To the extent not prohibited by law, rule, regulation, or third-party confidentiality obligations, Supplier agrees to notify Buyer promptly of any and all inquiries and formal or informal hearings, conferences and proceedings of any governmental agency directly relating to the Goods supplied to Buyer. Supplier further agrees to immediately provide Buyer's Director of Quality Assurance copies of all correspondence and communications between itself and any Governmental Authority directly related to the Goods supplied to Buyer, especially correspondence or communications concerning any actions related to said Goods by the U.S. Food and Drug Administration and related to any complaints or reports of injuries or defects relative to the safety of the Goods to the extent permitted by law, rule, regulation, or third party confidentiality obligations.
- 23.3 **Environmental, Health, and Safety.** Supplier shall comply with all applicable environmental, health, and safety ("EHS") laws, statutes, ordinances, rules, and regulations ("EHS Laws"). Supplier performing work on-site for Buyer shall comply with all EHS and security requirements provided at Buyer's site. Supplier has primary responsibility for the safety of its employees while working at any Buyer facility and Supplier shall ensure all personnel performing or otherwise providing services to Buyer have received appropriate training on EHS requirements and any applicable Buyer site-specific requirements.
- 23.4 **Waste.** If any waste within the meaning of European Union or other applicable laws on waste arises from the goods and/or services of Supplier, Supplier is obligated to recycle and dispose of such waste at its own costs and in compliance with the waste laws. Any liability under the laws on waste passes to Supplier when waste arises.
- 23.5 **Import, Export and Customs Compliance.** Subject to the provisions of these General Terms, Supplier assumes all responsibility and liability for any shipments covered by a Purchase Order, requiring any government import or export clearance. Supplier will comply with all export laws and regulations of all countries involved in transactions associated with this Purchase Order.
- 23.6 **Prohibited Sourcing/Distribution.** As applicable, Supplier agrees that it will not source any items from or otherwise distribute, disclose, release or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State, (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, (iii) the region of Crimea (including Sevastopol), (iv) Cuba, or (v) North Korea. This clause does not apply where authorization is granted by all applicable jurisdictions, including the United States. This clause will apply regardless of the legality of such a transaction under local law.
- 23.7 **Country of Origin.** Supplier agrees to mark the Goods and, as appropriate/applicable, packaging, labels, or invoices with the country of origin (manufacture) for the Goods, in accordance with applicable customs/import laws and regulations. Supplier shall also provide Buyer, upon request, acceptable and auditable documentation establishing country of origin for all Goods provided under this Agreement, including without limitation, certifications of origin.
- 23.8 **Government Contracts.** If Goods are ordered in support of a contract with the United States Government, this Purchase Order will be subject to US Government Flowdown provisions and Supplier certifies, unless it is exempt, that Supplier and its subcontractors are in compliance with the Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended, as set forth in 41 CFR 60-1.4; the affirmative action clause set forth in 41 CFR 60-250.4; the affirmative action clause set forth in 41 CFR 60-741.4; any other provisions required by the Office of Federal Contract Compliance Programs as set forth in 41 CFR Chapter 60, all of which are incorporated herein by reference.
- 23.9 **Buyer Codes.** Supplier acknowledges that it has read and understands the "Dentsply Sirona Code of Business Conduct" and "Ethics and Business Partner Code of Conduct," which may be updated or modified by Buyer from time to time (the "Codes"), incorporated herein and found at the following URL: <https://www.dentsplysirona.com/en/about-dentsply-sirona/compliance-ethics.html>. Supplier represents and warrants that it shall act in a manner consistent with the Codes. Failure to comply with the Codes is a material breach of the Agreement.
- 23.10 **Data Privacy and Protection.** Supplier shall establish, implement, and maintain information security policies and a program of technical and organizational security measures appropriate to prevent access to Buyer's data and confidential information and meet all applicable information security best practices, standards, and guidelines. If applicable, Supplier represents and warrants that its collection, access use, storage, disposal, transmission, and disclosure of information that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), does and will comply with all applicable privacy and data protections laws, as well as all other applicable regulations and directives including, but not limited to, the European Union General Data Protection Regulation ("GDPR"), Brazil's General Data Protection Law ("LGPD"), the California Online Privacy Protection Act ("CalOPPA"), and the California Consumer Privacy Act of 2018 (Title 1.81.5, §1798.100 et. seq., as it may be amended by statute or regulation over time) ("CCPA"). In the event of data collection from persons in the United States and, specifically, the state of California, unless separately and specifically agreed to in writing signed by the Parties, each Party hereto acknowledges that it has given no consideration for any transfer of personal information and that any such personal information is provided for the sole purpose of facilitating provision of the Goods. Supplier will enter into any supplemental data privacy or other such agreements with Buyer as required. Buyer's Privacy Policy is incorporated herein and found at the following URL: <https://www.dentsplysirona.com/en/legal/privacy-policy.html#>

24. Governing Law and Forum

- 24.1 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these General Terms.
- 24.2 For Purchase Orders placed from locations in North America, these General Terms are governed by, and construed in accordance with, the Laws of the State of New York, United States of America, without regard to the conflict of laws provisions thereof. Each Party agrees that it shall not commence any action in any forum other than U.S. Federal District Court for the Southern District of New York or the courts of the State of New York sitting in New York, New York, U.S.A., and any appellate court from any thereof and submits to the exclusive jurisdiction of such courts. Each party waives any right to a jury trial. Each Party agrees that a final judgment in any such action is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 24.3 For Purchase Orders placed from locations outside of North America, these General Terms are governed by, and construed in accordance with, the laws of Sweden, without regard to the conflict of laws provisions thereof. Each Party agrees that it shall not commence any action in any forum other than the Stockholm Chamber of Commerce ("SCC"). Such dispute shall be referred to and finally resolved by arbitrations under the SCC Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English. The seat, or legal place of SCC arbitration shall be Gothenburg, Sweden.

25. Miscellaneous

- 25.1 **Independent Contractor/Relationship of Parties.** Supplier is not a partner, employee or agent of or a joint venturer with Buyer. Supplier is not authorized to act for Buyer in any manner, and Supplier will have no right or authority to assume or create any obligation of any kind on behalf of Buyer.
- 25.2 **Third Parties/Sub-Contractors.** Supplier may not transfer orders to third parties or use sub-contractors without written approval from Buyer.
- 25.3 **Non-Solicitation.** Supplier agrees not to solicit for employment, either directly or indirectly through a third party, any Buyer employee during the term of a Purchase Order or, if applicable, any agreement entered into by the Parties. This prohibition does not apply to general job advertisements posted publicly.
- 25.4 **Publicity.** Neither Party will use the other Party's name or marks or refer to or identify the other Party in any advertising, publicity releases, or promotional or marketing materials unless the other Party has consented in writing.
- 25.5 **Insurance.** Supplier will maintain and carry liability insurance which includes, but is not limited to, commercial general liability (including product liability) in a sum which is deemed appropriate for the Supplier taking into account the size of and the risk connected with the Supplier's business and supply of Goods to



Buyer, but in no event less than two million U.S. Dollars (\$2,000,000) per occurrence unless otherwise agreed in writing. Supplier will, at Buyer's request, provide Buyer with a certificate of insurance evidencing its compliance with these requirements.

- 25.6 Assignment. Any assignment or attempt to assign or subcontract Supplier's obligations under the Purchase Order without the advance written consent of Buyer shall be null and void and give Buyer the right to terminate for default.
- 25.7 Change in Control. If a Change in Control of Supplier occurs, Buyer has the right at its discretion to terminate this Agreement or to require continued performance. Pending termination or in lieu of termination, Buyer may require Supplier to provide adequate assurances of performance, including, but not limited to, the institution of special controls regarding the protection of intellectual property and proprietary information. For purposes of this section, the term "Change in Control" shall mean any of the following: (1) the sale directly or indirectly of equity shares, including without limitation, by merger, reorganization, recapitalization, liquidation, tender offer, or other similar transaction, controlling 20% or more of the voting rights in Supplier or its ultimate parent or (2) the sale or other transfer of all or substantially all of the assets of Supplier or its parent or of the assets related to the responsibilities of Supplier under this Agreement.
- 25.8 Waiver. The failure or delay of either Party to enforce at any time any of the provisions of these General Terms or a Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure or delay prejudice the right of such Party to enforce any provisions.
- 25.9 Severability. If any provision of these General Terms or a Purchase Order is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties agree the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force.
- 25.10 Survival. All provisions of these General Terms and of a Purchase Order which by their nature should apply upon or after termination will remain in force after any termination or expiration of a Purchase Order or agreement entered into by the Parties, including, but not limited to, those addressing the following subjects: Set Off, Retention, and Assignment of Claims; Warranty, Warranty Period, Claims Period; Indemnification; Intellectual Property Indemnification; Product Liability, Release; Limitation of Buyer's Liability; Confidentiality; Compliance with Laws and Policy (including, but not limited to, Data Privacy and Protection); Governing Law and Forum; Independent Contractor/Relationship of Parties; Insurance; Waiver; Severability; Survival; and Cumulative Remedies.
- 25.11 No Third-Party Beneficiaries. Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 of England and Wales to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to consent of any other person.
- 25.12 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
- 25.13 Cumulative Remedies. Unless otherwise expressly stated herein, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.
- 25.14 Good Faith. The Parties shall in good faith undertake to perform their obligations under this Agreement and will use good faith efforts to cooperate with each other in all matters related to this Agreement.
- 25.15 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 25.16 Amendments. This Agreement may be supplemented, amended, or modified only by mutual written agreement signed by each of the Parties.
- 25.17 English language. In the event of any inconsistency between any terms of this Agreement and any translation thereof into another language, the English language version and meaning shall control.