Standard Terms of Purchase

1. Acceptance of terms.

Seller shall comply with all terms set forth herein and in the Purchase Order, to which these terms are attached or are expressly incorporated by reference (collectively, the "**Order**"), including amendments, specifications and other documents referred to in this Order. Unless otherwise stated on the face of the Order or in a separate written supply agreement between the parties, the terms herein shall prevail over conflicting terms. If any "click-wrap," "click-through," "browse-wrap," or "shrink-wrap" terms are included or embedded with the goods or services, including software, those conditions will be of no force and the Order will prevail. Issuance by Buyer of this Order shall not constitute an acceptance of any of Seller's offers to sell, quotations, or other proposals. Reference in the Order to any such offers to sell, quotations or proposals shall in no way constitute a modification of any of the terms of the Order, which shall always prevail over any such offers, quotations or proposals. **ANY ACCEPTANCE OR ACKNOWLEDGMENT OF THE ORDER BY SELLER (INCLUDING WITHOUT LIMITATION BY BEGINNING PERFORMANCE OF ANY OF THE WORK OR ACTIVITIES CALLED FOR IN THE ORDER), EVEN IF CONTAINING OR REFERENCING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THE ORDER SHALL BE DEEMED AS A FULL ACCEPTANCE BY SELLER OF THE ORDER, AND THE INCONSISTENT OR ADDITIONAL TERMS SHALL BE DEEMED INEFFECTIVE, UNLESS THEY WERE SPECIFICALLY AND EXPRESSLY MUTUALLY AGREED BY BUYER AND SELLER IN WRITING.**

2. Prices, payments and quantities.

2.1 Prices & Taxes. All prices are firm. No additional charges of any kind will be allowed unless specifically agreed in writing by Buyer in an Order revision pursuant to Section 6. Seller warrants that the pricing for any goods/services shall not exceed the pricing for the same or comparable goods/services offered by Seller to third parties. Seller shall promptly inform Buyer of any lower pricing levels for same or comparable goods/services, and the parties shall promptly make the appropriate price adjustment. Seller's prices include all taxes, fees or duties applicable to the goods or services, as well as Deliverables, purchased under this Order; provided, however, that any value added tax ("**VAT**"), sales tax or similar tax that is recoverable by Buyer will not be included in Seller's price but will be separately identified on Seller's invoice. **"Deliverables"** means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation and materials, that Seller creates, prepares or delivers to Buyer or its Affiliate, or otherwise produces, conceives, makes, proposes or develops, in the context of rendering any work to Buyer or its Affiliate hereunder. If Seller is obligated by applicable laws, treaties, conventions, protocols, common law, regulations, ordinances, codes, standards, directives, orders, including judicial orders, and rules issued by governmental agencies or authorities which are applicable to the goods, services or the activities contemplated or provided under this Order (collectively, "**Law**(s)") to charge any VAT, sales tax or similar tax to Buyer, Seller shall ensure that such tax is invoiced to Buyer in accordance with applicable rules so as to allow Buyer to reclaim it from the appropriate government authority. If Buyer is required by Law to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. Seller shall be solely responsible for the payment of any and all taxes, duties, levies, charges, salaries, insurance premiums and contributions and any interest or penalties thereon applicable to the goods or services in relation to this Order (collectively, the "**Seller Payments**"); and to the maximum extent permitted by all Laws, Buyer shall be entitled to withhold total or partial payment, with no penalties or interest, in the event Seller fails to provide proper evidence that it is in full compliance with the Seller Payments obligations. If required by applicable Laws, Seller shall establish or register an office, branch or division in the country where any part of the Order is to be performed, or to qualify as an organization legally operating and doing business in such country(ies) and for imposing a similar obligation upon any supplier, vendor, contractor, representative or agent of Seller of any kind and tier used to perform any services or provide any goods or Deliverables hereunder (collectively, each a "**Subcontractor**"; Seller, its Subcontractors and its or their employees, representatives, agents or invitees of any kind shall be referred to collectively as the "**Seller Group**").

2.2 Payments.

(a) Unless otherwise stated on the face of the Order or prescribed by Law, payment terms are net due 150 calendar days from the later of (a) the date of receipt of a valid invoice by Buyer or (b) the receipt of conforming goods or services by Buyer (the "**Net Date**"). Seller's invoice shall in all cases bear the Order number and shall be issued no later than 90 days after receipt of the goods by Buyer or Seller's completion of the services. To the maximum extent permitted by Law, Buyer shall be entitled to reject Seller's invoice without liability if it fails to include the Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Seller to suspend performance and any resulting delay in Buyer's payment or nonpayment shall be Seller's sole responsibility. Seller warrants that it is authorized to receive payment in the currency stated in the Order. Buyer shall be entitled at any time to set-off any and all amounts owed by Seller or a Seller Affiliate to Buyer or a Buyer Affiliate, on this or any other order or agreement. "**Affiliate**" shall for the purposes of this Order mean, with respect to either party, any entity, including without limitation, any individual, corporation, company, partnership, joint venture, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

(b) Batched Payments. Buyer may choose to group all invoices that have not been discounted and that have Net Dates ranging from the sixteenth day of one month to the fifteenth day of the next month, and initiate payment for all such invoices on the third day of the second month or if that day is not a business day, then on the next business day (each such payment date being referred to as the "**Monthly Batch Payment Date**"), with the result that some invoices shall be paid earlier than their Net Dates and some invoices shall be paid later than their Net Dates. Alternatively, Buyer may choose to group and pay on a quarterly basis all invoices that have not been discounted as follows: (i) invoices with Net Dates ranging from the sixteenth day of February to the fifteenth day of May shall be grouped and Buyer shall initiate payment on the third day of April or if that day is not a business day, then on the next business day; (ii) invoices with Net Dates ranging from the sixteenth day of May to the fifteenth day of August shall be grouped and Buyer shall initiate payment on the third day of July or if that day is not a business day, then on the next business day; (iii) invoices with Net Dates ranging from the sixteenth day of August to the fifteenth day of November shall be grouped and Buyer shall initiate payment on the third day of October or if that day is not a business day, then on the next business day; and (iv) invoices with net dates ranging from the sixteenth day of November to the fifteenth day of February shall be grouped and Buyer shall initiate payment on the third day of January or if that day is not a business day, then on the next business day (each such payment date being referred to as the "**Quarterly Batch Payment Date**"), with the result that some invoices shall be paid earlier than their Net Dates and some invoices shall be paid later than their Net Dates.

2.3 Guaranty. In the event Buyer has reason to believe there has been a material change in Seller's creditworthiness or financial capability, Buyer reserves the right to require Seller to provide, within 15 calendar days of the date of the request, a parent company guaranty from its ultimate parent company or shareholder guaranty or equivalent guaranty in the form and substance provided by or at a minimum acceptable to Buyer.

2.4 Quantities.

(a) General. The Parties acknowledge that any forecast or estimated quantity of goods or services provided by Buyer to Seller: (i) is merely an estimate by Buyer of its needs for goods or services, (ii) is subject to adjustment at the discretion of Buyer based on its actual volume, customer and business requirements, and (iii) shall not under any circumstances constitute a commitment or obligation by Buyer or its Affiliate to purchase any minimum percentage or volume of goods or services from Seller or any other entity. Buyer is not obligated to purchase any quantity of goods or services except for such quantity(ies) as may be specified either: (i) on the face of the Order; or (ii) on a separate written release issued by Buyer pursuant to the Order. Seller shall not make material commitments or production arrangements in excess of the quantities specified in the Order or release or in advance of the time necessary to meet Buyer's delivery schedule. Should Seller enter into such commitments or engage in such production, any resulting exposure shall be for Seller's account. Goods delivered to Buyer in excess of the quantities specified in Buyer's Order or release or in advance of schedule may be returned to Seller at Seller's risk and expense, including but not limited to, any cost incurred by Buyer related to storage and handling of such goods.

(b) Cessation of Production/Replacement Parts: Seller shall give Buyer at least 180 calendar days' prior written notice of the permanent discontinuance of production of any goods purchased hereunder or necessary for the production/provision of goods or services hereunder. The foregoing obligation shall survive termination or expiration of this Order for one calendar year. Furthermore, for all goods purchased hereunder, Seller shall provide replacement parts for a period of 5 years after production by Seller of such goods ceases. The prices for any replacement parts shall not exceed those prices in effect at the time production of the relevant goods ceases, and no set up charges shall be permitted by Seller or paid by Buyer. After the end of the above-referenced five-year period, Seller shall continue to maintain in good working condition all Seller-owned tooling required to produce the goods or the replacement parts, and shall not dispose of or sell such tooling without first contacting Buyer and offering Buyer the right to purchase such tooling. No minimum order requirements for replacement parts or other items shall apply. All replacement parts purchased by Buyer shall be subject to the terms of this Order.

2.5 Rental Conditions. To the extent Seller is providing goods under the Order on a rental basis, such goods are subject to the rate for the rental period as set forth in the Order. For the avoidance of doubt, Buyer shall not be liable to pay any redress charges for loss, damages or abnormalities concerning Supplier's rental goods, down hole or otherwise. Furthermore, any and all rental rates shall commence the same day that Buyer receives payment for such goods from Buyer's end user and shall cease the same day such end user stops paying rental for such goods. All rental goods shall be inspected and prepared in accordance with Buyer's, its end user's or any other applicable requirements, standards and regulations.

3. Delivery and passage of title.

3.1 Time is of the essence of this Order. Seller shall deliver all goods and services, including Deliverables, within Buyer's delivery schedule as set forth in the Order. If Seller for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of this Order, Seller shall promptly notify Buyer in writing. Unless otherwise stated on the face of the Order, if Seller fails to deliver all the goods and related documents (including, but not limited to, drawings, Spare Parts Interchangeability Report ("**SPIR**"), certificates, manuals and quality documents) or complete the services as scheduled, Seller shall be assessed and obligated to pay Buyer on an after tax basis liquidated damages for delay in the amount of 1% of the total amount of the Order per week or part of the week of delay, up to 15% of the total value of the Order. For the purposes of this Order, the phrase "on an after tax basis" means that Buyer receives the full amount of the payment, as though no taxes were deducted or withheld. The parties agree that such amounts are a reasonable pre-estimate of the damages Buyer will suffer as a result of delay

based on circumstances existing at the time the Order was issued and are to be assessed as liquidated damages and not as a penalty. For any delays exceeding 15 weeks, Buyer shall be entitled to recover any documented additional damages incurred by Buyer as a result of Seller's additional delay and Buyer reserves the right, without liability: (a) to terminate the Order in whole or in part in accordance with Section 10.2; (b) to expedite shipments at the sole cost and expense of Seller; or (c) to purchase substitute goods or services elsewhere and charge Seller any difference between the cost of the goods or services as set forth in the Order and the cost of obtaining substitute goods or services, which Seller hereby acknowledges that the goods or services it provides hereunder may be part of a back-to-back supply obligation of Buyer with its customer(s).

3.2 All delivery designations are Incoterms 2020. Unless otherwise stated on the face of the Order, goods shall be delivered FCA (Seller's site address). Title to goods to be shipped from the U.S. shall pass from Seller to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S.; for purposes of the Order, the parties acknowledge that the territorial seas of the U.S. extend to twelve (12) nautical miles from baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea. In all other cases, title shall transfer to Buyer upon delivery. Goods delivered to Buyer in advance of schedule may be returned to Seller at Seller's expense. Buyer may specify contract of carriage and named place of delivery in all cases. In all cases, Seller shall provide to Buyer, via the packing list and the customs invoice (as applicable), the country of origin and the appropriate export classification codes including the Export Control Classification Number ("**ECCN**") and the Harmonized Tariff Codes of each and every one of the goods delivered pursuant to this Order, in sufficient detail to satisfy any applicable trade preferential or customs agreements. Seller understands that its failure to comply with any such Buyer specifications and other requirements shall cause all resulting transportation charges and other damages to be for the account of Seller and give rise to any other remedies available at law, contract or equity.

3.3 Seller shall include with the packing list for each shipment a detailed, complete bill of material/parts list ("**BOM**") that lists each component of the goods purchased by Buyer and indicate which components of the BOM are and are not included in the shipment. When requested by Buyer, Seller shall provide a packing list with values for each item.

3.4 If goods cross an international border, customs clearance shall be performed according to the applicable Incoterm and Seller shall provide a copy of the commercial invoice and export declaration together with the other relevant export documents, including packing list and transportation. The invoice shall be in English and in the language of the destination country, and shall include: contact names and phone numbers of representatives of Buyer and Seller who have knowledge of the transaction; Order number; Order line item; release number where applicable; part number; detailed description of the merchandise; unit purchase price in the currency of the transaction; quantity; Incoterm and named location; and country of origin of the goods for each line item. Furthermore, all goods or services in any way provided by Buyer to Seller for the performance of the Order and not included in the purchase price of the Order shall be identified separately on the invoice (e.g. consigned materials, tooling, free issue goods, etc.). Each invoice shall also include the applicable Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining the invoice value.

3.5 If goods are delivered to a destination country having a trade preferential or customs union agreement (a "**Trade Agreement**") with Seller's country, Seller shall cooperate with Buyer to review the eligibility of the goods for any special program for Buyer's benefit and provide Buyer with any required documentation (e.g. EUR1 Certificate, GSP Declaration, FAD, USMCA certification of origin or other Certificate of Origin) to support the applicable special customs program (e.g. EEA, Lome Convention, E.U./Mediterranean partnerships, GSP, E.U.-Mexico FTA, USMCA, etc.) to allow duty free or reduced duty for entry of goods into the destination country. Similarly, should any Trade Agreement or special customs program applicable to this Order be introduced at any time during the Order performance and be of benefit to Buyer, in Buyer's judgment, Seller shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order, and Seller acknowledges that such credits and benefits shall inure solely to Buyer's benefit. Seller shall immediately notify Buyer of any known documentation errors. Seller shall indemnify Buyer for any costs, fines, penalties or charges arising from Seller's inaccurate documentation or untimely cooperation.

3.6 Rejection. If any of the goods or services furnished pursuant to this Order are found after delivery to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or any of its Subcontractors, then Buyer, at its discretion and at Seller's expense may reject and return all or any portion of such goods or services as well as any other remedies available at law or in equity, including but not limited to the remedies listed in Section 8.3, below. For any repairs or replacements, Seller, at its sole cost and expense, shall perform any inspection or tests reasonably requested by Buyer to verify conformance to this Order.

4. Ownership of Buyer's property.

Buyer assumes no obligation to furnish Seller with any tools, equipment or materials for the performance of this Order, except as may be expressly provided otherwise. Such tangible and intangible property (including information, data, tools, materials, drawings, computer software, know-how, documents, trademarks, copyrights, equipment or other material) furnished by Buyer shall be and remain Buyer's property and shall be accepted and used by Seller, including its Subcontractors and the rest of the Seller Group, in "AS IS" and "WHERE IS" condition, with all faults and without any warranty whatsoever, express or implied. Seller shall use such property at its own risk. Such property and, whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as Buyer's property, safely stored separate and apart from Seller's property, and properly maintained

by Seller. Seller shall use Buyer's property only to perform this Order or other Buyer's orders, and shall not use it, disclose it to others or reproduce it for any other purpose whatsoever. Such property, while in Seller's care, custody or control, shall be held at Seller's sole risk, kept free of any encumbrances and insured by Seller at Seller's expense in an amount equal at least to the replacement cost thereof, with loss payable to Buyer, and subject to removal, or restitution if damaged or destroyed, immediately upon Buyer's written request, in which event Seller shall prepare such property for shipment and redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. As noted in Section 3.4 above, any consigned material, tooling or technology used in connection with the production of the goods supplied hereunder shall be identified on the relevant commercial or *pro forma* invoice used for international shipments.

5. On-site activities.

If any portion of the activities under this Order is performed by any member of the Seller Group in, on or near a site owned, run or operated by Buyer, its Affiliate(s) or a customer of Buyer or Buyer's Affiliate (each a "**Site**") for longer than 10 consecutive calendar days or 14 cumulative days within a fiscal quarter, or involves access by any member of the Seller Group to any networks of Buyer, its Affiliates or its or their customers, then Seller warrants and represents that it shall verify such personnel's identity, at its expense, before deploying or granting access to any member of the Seller Group, to the extent permitted by Law and after securing required or appropriate written authorization from the relevant personnel, including performing a watchlist and background screen of such personnel. If required by Buyer, Seller will also ensure such personnel undergo medical examinations, physical agility testing or drug and alcohol testing, subject to applicable Law, in order to provide reasonable assurance that such personnel will be sufficiently fit to safely perform their duties without excessive risk of harm to themselves or others.

6. Changes.

6.1 Buyer, at its sole discretion and at any time, may make changes within the general scope of this Order, including, but not limited to, any adjustment to the Order price or delivery schedule, and Seller shall comply with all such changes but shall not proceed to implement any change unless and until such change is provided in writing by Buyer in an Order revision. If any changes cause a material increase or decrease in the cost and/or time required for the performance of any work under this Order, an equitable adjustment shall be mutually agreed in writing and reflected in the Order price and/or delivery schedule. Any Seller claim for adjustment under this clause will be deemed waived unless asserted within 30 calendar days from Seller's receipt of the change (or suspension) notification, and may only include reasonable, direct and documented costs that will necessarily be incurred as a direct result of the change.

6.2 Seller shall notify Buyer in writing in advance of any and all: (a) changes to the goods or services, their specifications or composition; (b) material process changes; (c) material plant or equipment/tooling changes or moves; (d) transfer of any work hereunder to another site; (e) material changes to its procurement of goods/services in connection with the Order; (f) discontinuation of production of the goods or performance of services; or (g) any other change which may impact the integrity of the goods/services, and no such change shall occur until Buyer has had the opportunity to conduct such audits, surveys or testing necessary to determine the impact of such change on the goods or services and has approved such change in writing. Seller shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. Upon any change to Seller's design or the material used for the manufacture of goods in connection with the Order, Seller shall include with the packing list for each shipment a detailed, complete BOM that lists each component of the goods purchased by Buyer and indicate which components of the BOM are and are not included in the shipment. Upon Buyer's request, Seller shall provide a packing list with values for each item.

7. Quality and audits.

7.1 Inspection/Testing/Audits. In order to assess Seller's work quality, conformance with Buyer's specifications and compliance with Laws and the terms of this Order, upon reasonable notice by Buyer: (a) all goods, materials, processes, drawings and services related in any way to the goods and services purchased hereunder shall be subject to inspection and test by Buyer, its Affiliates, its or their relevant customers or its or their representatives (each of the foregoing, an "**Inspector**") at all times and places, including locations where the goods are created or services performed, whether they are at premises of Seller, Seller's Subcontractors or elsewhere; and (b) Seller's books and records relating to this Order shall be subject to inspection and audit by an Inspector. Seller shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the Inspector and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the Inspector while present on Seller Group's premises, including, where requested by an Inspector for safety-related concerns, stopping all work activities immediately. If the safety, health or security of the Inspector on such premises may be imperiled by local conditions, Buyer or its Affiliates or its or their relevant customers may remove some or all of their personnel from the premises at no cost and without liability. If specific Inspector tests, inspections or witness points are included in this Order, the goods shall not be shipped or services performed without the competent Inspector's release or a written waiver of such test/inspection/witness points; however, Buyer shall not be permitted to unreasonably delay shipment/performance. Unless otherwise mutually agreed by the parties, Seller shall notify

Buyer in writing at least 30 calendar days prior to each specific Inspector test/inspection/witness point included in this Order. An Inspector's inspection, approval or failure to inspect, accept, reject or detect defects by test/inspection/witness point or audit shall neither relieve Seller from responsibility for such goods or services that are not in accordance with the Order requirements nor impose liabilities on Buyer or its Affiliates. Unless otherwise required by the Buyer, Seller shall keep complete records pursuant to this Section for 3 years following performance of the Order, except for quality-related records which shall be kept in accordance with Section 7.2 below.

7.2 Quality. Seller shall provide and maintain an inspection, testing and process control system ("**Seller's Quality System**") that is acceptable to Buyer. Additional quality requirements may be set forth on the face of the Order or otherwise agreed to in writing. Seller's Quality Management System shall determine and apply controls necessary to ensure subcontracted work conforms to Seller's own requirements and all Buyer's requirements of this Order, and that these requirements flow down to Seller's supply chain. Acceptance of Seller's Quality System by Buyer shall not alter the obligations and liability of Seller under this Order. Seller shall keep complete records relating to Seller's Quality System and related data and shall make such records available to Buyer for: (a) 10 years after completion of this Order; (b) such period as set forth in the specifications applicable to this Order; or (c) such period as required by Law, regulation, code or accounting rules, whichever period is the longest.

7.3 Product Recall. (a) If a recall is required by Law, any governmental agency or court having jurisdiction, or Buyer or Seller reasonably determines that the goods create a potential safety hazard or unsafe condition and as a result that a recall is advisable, the parties shall promptly communicate such facts to each other. To the maximum extent permitted by Laws or competent governmental agencies, Buyer shall have the right to determine whether a voluntary recall of the affected goods is warranted or advisable. Seller and Buyer shall cooperate with and assist each other in any corrective actions or filings.

(b) To the extent a recall is determined to have been caused by a defect, non-conformance or non-compliance that is the responsibility of Seller, Seller shall reimburse and hold harmless Buyer from all reasonable costs and expenses incurred in connection with any recall, repair, replacement or refund program, including all costs related to: (i) investigating or inspecting the affected goods; (ii) notifying Buyer's customers; (iii) repairing, or where repair of the goods is impracticable or impossible, repurchasing or replacing the recalled goods; (iv) packing and shipping the recalled goods; and (v) media notification.

7.4 Escape and Non-conformance Report. (a) "**Escape**" means a good or service received by Buyer in a non-conforming manner and for which the non-conformance is detected after the good or service leaves a Buyer facility (or if provided at a customer facility, then at such location). Seller will be assessed and obligated to pay Buyer liquidated damages in the amount of USD 1500 (or the equivalent amount in the currency in which Buyer pays Seller) on an after tax basis for each Escape to cover the costs and expenses associated with processing of the non-conforming goods or services. Such assessment may be credited by Buyer against any amount due and owing Seller.

(b) "**Non-conformance Report**" or "**NCR**" means a report from Buyer to Seller that a good or service was received by Buyer in a non-conforming manner and for which the non-conformance is detected before the good or service leaves a Buyer facility. Seller will be assessed and obligated to pay Buyer liquidated damages in the amount of USD 300 (or the equivalent amount in the currency in which Buyer pays Seller) on an after tax basis for each NCR to cover the costs and expenses associated with processing of the non-conforming goods or services. Such assessment may be credited by Buyer against any amount due and owing Seller.

(c) Seller shall have the right to prove to Buyer that no such costs and expenses were incurred by the delivery of the non-conforming goods or services or that such costs and expenses actually incurred by Buyer were significantly lower than the assessment. Buyer does not waive and specifically reserves the right to claim any damages (including actual, incidental, or consequential damages, or any other damages to which it may be legally entitled under applicable law or this Order) in addition to the amount of the assessment and pursue other remedies, such as the cost of the replacement goods.

8. Warranties.

8.1 Seller warrants that all goods and services provided pursuant to this Order, whether provided by Seller or any of its Subcontractors, will: (a) be new and of merchantable quality; (b) be free from all defects in design, workmanship, material and title, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 15 calendar days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not in dispute under this Order); (c) be provided in strict accordance with all requirements, regulations, codes, standards, specifications and other requirements approved or provided by Buyer; (d) be provided or performed in a competent and professional manner in accordance with generally accepted standards and best practices that apply in Seller's industry; (e) not infringe any intellectual property right or include any Copyleft type license, and (f) be accompanied by a written description of any pre-existing materials contained in any Deliverables.

8.2 The foregoing warranties shall apply for a period of: (a) 24 months from the date when goods are put into operation or (b) 48 months from delivery of the goods or performance of the services, plus delays attributable to Seller's actions such as those due to non-conforming goods and services, whichever occurs last.

8.3 If any of the goods or services are found to be defective or otherwise not in conformity with the warranties in this Section, then Buyer, in addition to any other rights and remedies it may have by law, contract or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its discretion and at Seller's expense may: (a) require Seller to inspect,

remove, reinstall, ship and repair or replace/re-perform nonconforming goods or services with goods or services that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects or bring the goods or services into conformity with all requirements of this Order, in which event all related costs and expenses (including, but not limited to, investigation or inspection of the non-conforming goods, notification of Buyer's customers, packing and shipping the non-conforming goods, material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges on an after tax basis shall be for Seller's account; (c) reject and return all or any portion of such goods or services or (d) withhold total or partial payment. Any repaired or replaced good, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above, with the warranty period being the greater of the original unexpired warranty or 24 months after repair or replacement/re-performance.

8.4 Rental. Seller warrants that rental goods shall meet the agreed specifications applicable to the goods, shall be in good working condition throughout the rental period, and, if requested by Buyer, shall include operating manuals. If a rental good fails to operate properly, Seller shall waive all rental payments during any time period that the good fails to operate properly or is otherwise inoperable and shall respond in a timely manner to repair or replace the good.

9. Suspension.

Buyer, at its sole discretion and at any time, may suspend performance of all or any part of the Order by notice to Seller. Upon receiving notice, Seller shall promptly suspend work to the extent specified and shall properly protect all work in progress and materials. Buyer may, at any time, withdraw the suspension as to all or part of the suspended work by written notice, and Seller shall resume diligent performance on the specified effective date of withdrawal. Claims for cost or time resulting from suspension shall be resolved in accordance with Section 6.

10. Termination.

10.1 Termination for convenience. Buyer may terminate all or any part of this Order without cause by 10 calendar days' written notice to Seller. Upon termination (other than in accordance with Section 10.2), Buyer will determine any termination costs in its sole discretion. Such termination costs, if any, will be based upon reasonable, direct and documented costs necessarily incurred by the Seller in the performance of the Order up to the date of termination. Seller shall provide documentation of such costs within 30 calendar days of Buyer's termination notice to Seller, unless the parties have agreed to a termination schedule in writing. Notwithstanding anything to the contrary, in no event shall Buyer's liability for termination costs or any amounts paid pursuant to this Section 10.1 exceed one hundred percent (100%) of the Order value. Buyer shall have the right to terminate, at no cost, any Orders with delivery lead times of 60 calendar days or longer by providing written notice within 14 calendar days of Seller's final Order acceptance.

10.2 Termination for default. Seller shall be deemed to be in default under this Order if Seller: (a) fails to perform within the time specified or in any written extension granted by Buyer; (b) fails to make progress which, in Buyer's reasonable judgment, endangers performance of this Order in accordance with its terms; (c) fails to comply with any of the terms of this Order; or (d) ceases to conduct its operations in the normal course of business, fails to meet its obligations as they mature or if any proceeding under bankruptcy or insolvency Laws is brought by or against Seller, a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made. Buyer, without liability, may terminate the whole or any part of this Order by written notice to Seller if the Seller does not cure such default within 10 calendar days of receiving written notice of default or immediately if such default is incapable of cure. Upon termination, Buyer may procure at Seller's expense and upon terms it deems appropriate, goods or services comparable to those so terminated. Seller shall continue performance of this Order to the extent not terminated and shall be liable to Buyer for any excess costs for such comparable goods or services. As an alternate remedy and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule or waive other deficiencies in Seller's performance. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity or under this Order.

10.3 Obligations on termination. Unless otherwise directed by Buyer, after receipt of a notice of termination of this Order, Seller shall immediately: (a) stop work as directed in the notice; (b) place no further subcontracts or purchase orders, except as necessary to complete any continued portion of this Order; (c) terminate all subcontracts to the extent they relate to work terminated and (d) deliver to Buyer all completed work and work in process, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work, and all of Buyer's Confidential Information as defined in Section 15.

10.4 Survival. Those sections that by their nature are intended to survive termination of the Order shall survive termination or expiration (including, without limitation, Sections 2, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 23 and 24).

11. Indemnity & insurance.

11.1 Definitions.

"**Buyer Group**" means Buyer, its Affiliates, and its or their officers, directors, employees, customers, consultants, suppliers, subsuppliers, contractors, subcontractors at any tier (excluding members of Seller Group), and agents.
"**Claims**" means claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Order.
"**Deliverable**" has the meaning described in Section 2.1.
"**Gross Negligence**" means an act involving an extremely high degree of risk by which harm is intended or harm is the inevitable result of conscious disregard of the safety of others.
"**Regardless of Fault or Cause**" means without regard to the causes thereof including, without limitation, pre-existing conditions, whether such conditions be patent or latent, the unseaworthiness of any vessel or vessels, imperfection of material, defect or failure of equipment, breach of representation or warranty (express or implied), ultrahazardous activity, strict liability, tort, breach of contract, breach of duty (statutory or otherwise), breach of any safety requirement or regulation, or the negligence, Gross Negligence, or willful misconduct of any person or party, including the indemnified party or parties, whether such form of negligence be sole, joint or concurrent, active or passive, or any other theory of legal liability.
"**Willful Misconduct**" means a conscious willful act or conscious willful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.

11.2 Indemnity. SELLER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS BUYER GROUP AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO SELLER'S PERFORMANCE UNDER THIS ORDER, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY OR DEATH OF ANY MEMBER OF SELLER GROUP, LOSS OF OR DAMAGE TO PROPERTY OF ANY MEMBER OF SELLER GROUP, OR ANY ENVIRONMENTAL CLAIM RELATED TO POLLUTION, CONTAMINATION OR DISCHARGE CAUSED BY ANY MEMBER OF THE SELLER GROUP OR EMANATING FROM THE EQUIPMENT, PREMISES OR PROPERTY OF, OR UNDER THE CONTROL OF ANY MEMBER OF SELLER GROUP, REGARDLESS OF FAULT OR CAUSE, EXCLUDING CLAIMS TO THE EXTENT THEY ARE ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BUYER.

11.3 Intellectual property indemnification. SELLER SHALL INDEMNIFY, DEFEND AND HOLD BUYER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF ANY ACTUAL OR THREATENED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT OR ANY LITIGATION BASED THEREON, WITH RESPECT TO ANY DELIVERABLE, GOOD OR SERVICE (OR PART THEREOF) OR THE USE OF ANY DELIVERABLE, GOOD OR SERVICE PROVIDED UNDER THE ORDER. ANY SETTLEMENT OF SUCH CLAIM SHALL BE SUBJECT TO BUYER'S CONSENT. IF USE OF ANY DELIVERABLE, GOOD OR SERVICE IS ENJOINED, SELLER SHALL, AT SELLER'S EXPENSE AND AT BUYER'S OPTION, EITHER PROCURE FOR BUYER GROUP THE RIGHT TO CONTINUE USING THE DELIVERABLE, GOOD OR SERVICE OR REPLACE THE SAME WITH A NON-INFRINGING EQUIVALENT.

11.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ORDER OR OTHER AGREEMENTS BETWEEN THE PARTIES, IN NO EVENT SHALL BUYER GROUP BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY ANY MEMBER OF SELLER GROUP ARISING OUT OF OR RELATED TO THIS ORDER (WHETHER FORESEEABLE OR NOT AT THE DATE OF THIS ORDER), OR FOR ANY DAMAGES FOR LOST REVENUE, LOST PROFIT, LOST BUSINESS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER THE SAME WOULD BE CONSIDERED DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES UNDER APPLICABLE LAW, REGARDLESS OF FAULT OR CAUSE, AND SELLER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS BUYER GROUP AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED THERETO.

11.5 Insurance. In support of Seller's indemnity and contractual obligations, for the duration of this Order and until expiration of Seller's warranties hereunder, Seller shall, at its own cost and expense, obtain and maintain through a reputable primary insurance company licensed in the jurisdiction where goods are manufactured or sold and where services are performed, adequate insurance to cover its obligations under this Order or as required by Law, including, as necessary:

(a) **Commercial General Liability Insurance**, including contractual liability and products liability coverage, insuring the indemnity provisions set forth in this Order, affording minimum protection of not less than U.S. $1,000,000 per occurrence/general aggregate combined single limit bodily injury, sickness or death and loss of or damage to property.

(b) **Workers' Compensation Insurance**, including occupational disease in accordance with applicable Law.

(c) **Employers' Liability Insurance**, affording minimum protection of not less than U.S. $1,000,000 per occurrence covering death or injury to any employee of the primary insured.

(d) **Automobile Liability Insurance**, covering owned, hired and non-owned vehicles affording minimum protection of not less than U.S. $1,000,000 per occurrence combined single limit bodily injury or death and loss of or damage to property.

(e) **Professional Liability Insurance**, affording minimum protection of not less than US $1,000,000.00 per occurrence.

(f) **Excess Liability Insurance**, over that required in (a)-(e) above, with minimum limits of U.S. $4,000,000 per occurrence/general aggregate, and specifically including contractual liability.

(g) adequate **Product Liability Insurance**.

(h) adequate **Cargo/Transit Insurance**, if CIF or CIP Incoterms apply to the Order.

Seller shall notify Buyer of any material modification, cancellation or lapse during the term of this Order by giving 30 days' advance written notice to Buyer. To the extent of the indemnity and release obligations expressly assumed by Seller hereunder, all Seller insurance in support of the scope of the Order shall be primary to any other similar insurance carried by the insured parties, endorsed to provide a waiver of subrogation in favor of Buyer Group and their respective insurers, and list Buyer Group as additional insureds except for Workers' Compensation and Employers' Liability Insurance under the indemnifying party's policies and contain blanket contractual liability. Upon request by Buyer, Seller shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance policies are in effect and copies of the insurance policies as reasonably required by the Buyer. The types and amounts of insurance required herein shall in no way limit either Party's indemnity obligations as stated elsewhere in this Order (unless otherwise limited under applicable Law).

12. Assignment and subcontracting.

Seller may not assign or novate (including by change of ownership or control, by operation of Law or otherwise) this Order or any interest herein, including payment, without Buyer's prior written consent which shall not be unreasonably withheld. Any assignment or novation not in compliance with this section shall be null and void. Seller shall not subcontract or delegate performance of all or any substantial part of the work called for under this Order without Buyer's prior written consent. Any assignee/novatee of Seller shall be bound by the terms and conditions of this Order. Seller shall not utilize any Subcontractors who are likely to interface with any government official in providing the work called for under this Order to or on behalf of Buyer without the prior written approval of Buyer. Buyer may freely assign or novate this Order to any third party or Affiliate.

13. Proper business practices.

As an essential element of this Order, Seller hereby represents, warrants, certifies and covenants (collectively, "**Covenants**") that it is committed to unyielding integrity. Seller hereby expressly confirms it shall remain solely responsible to take all necessary measures to ensure Seller and the other members of the Seller Group comply with this clause. Seller shall act in a manner consistent with all Laws concerning improper or illegal payments and gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order.

14. Compliance with laws.

14.1 General. As a material element of this Order, except to the extent that such compliance violates or would cause Buyer to be penalized under the laws of the U.S. the U.K., or any EU laws, Seller Covenants that it will comply with: (a) all Laws; and (b) good industry practices, including the exercise of that degree of skill, diligence, prudence and foresight which can reasonably be expected from a competent seller who is engaged in the same type of service or manufacture under similar circumstances. Seller holds the full responsibility of compliance with this document and to determine all the country/local applicable installation requirements, regulations, other requirements, codes and standards that relate in any way to the scope of supply, and comply with the foregoing. Seller's non-compliance with country/local applicable installation requirements, regulations, other requirements, codes, standards or any of the provisions of this Section 14 shall be considered a breach of the warranties in Section 8.

14.2 Health, safety and environment.

(a) General. Seller Covenants that it will take the necessary and appropriate actions and precautions to protect health, safety and the environment, including to prevent any injury to persons, property or the environment and has established effective requirements to ensure any members of the Seller Group and any suppliers it uses to perform the work called for under this Order will be in compliance with Section 14 of this Order.

(b) Material Content and Labelling. Seller Covenants that each chemical substance or hazardous material (any substance or material defined as such, or regulated on the basis of potential impact to health, safety or the environment, pursuant to applicable Law) constituting or contained in the goods is suitable for use and transport and is properly packaged, marked, labelled, documented, shipped, and registered under applicable Law. Seller shall provide with the goods in the language(s) of the locations where the goods are delivered to Buyer or its designee: safe use instructions; hazard communication, safe transport and labelling information; regulatory, compliance and certification documentation; and for chemical substances and mixtures, safety data sheets (MSDS/SDS) in all readily available languages. Except if specifically required by Buyer, Seller Covenants that none of the goods contain any of the following: (i) arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"), nanoscale materials; or (ii) any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on

Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations.

(c) Waste Management. Seller Covenants that it shall assume sole responsibility for any waste classified as hazardous or dangerous under applicable Law that it generates in the performance of any services or supply of any goods under this Order, including while at a Site or a Seller Group location, including responsibility for managing such waste in accordance with applicable Law.

(d) Residual Risk Summary and Hazardous Area Identification. If and to the extent Seller utilizes designs that are not provided directly by Buyer (e.g. in case of Seller designs or designs of Subcontractors), the following clauses shall apply:

(1) Risk Assessment. Seller Covenants that it will review and assess the safety of all goods (and any portion thereof) supplied to Buyer under this Order by conducting a safety risk assessment pursuant to the principles defined in ISO Standard 12100:2010 (Safety of Machinery - General Principles for Design - Risk Assessment and Risk Reduction) and the related guidelines, and that it will adopt the safety measures so identified. If, notwithstanding the implementation of such safety measures, certain risks remain ("Residual Risks") those shall be clearly identified, properly and immediately notified to Buyer in a Residual Risk Summary and included in the relevant manuals to be provided as part of the Order.

(2) Hazardous Area Identification. If any of the goods (or any portion thereof) to be provided to Buyer under this Order will or might process combustible gas, vapor or liquid, Seller shall provide to Buyer the Hazardous Area Classification Report, as per IEC Standard 60079-10 ("Electrical apparatus for explosive gas atmospheres, Part 10: Classification of hazardous areas"), clearly and properly identifying all potential combustible gas, vapor or liquid leak sources and, for each potential leak source, the specific combustible gas/vapor/liquid type, as well as the pressure, temperature, and frequency of the condition. The Hazardous Area Classification Report shall consider the entire life cycle of the relevant goods, materials, products or items (or any portion thereof), including but not limited to commissioning, use, and maintenance. Seller shall refer to IEC Standard 60079-10 for the specific methodologies and requirements concerning the Hazardous Area Classification Report.

14.3 Labor. Seller Covenants that, if applicable, it will comply with Section 211 of the U.S. Energy Reorganization Act, 10 CFR 50.7 (Employee Protection) and 29 CFR 24.2 (Obligations and Prohibited Acts), or with any comparable Laws prohibiting discrimination against employees for engaging in "protected activities", which include reporting of nuclear safety or quality concerns, and Seller shall immediately inform Buyer of any alleged violations, notice of filing of a complaint or investigation related to any such allegation or complaint. Seller further Covenants that no goods or services supplied under this Order have been or will be produced, directly or indirectly: (a) utilizing forced, indentured or prison labor; (b) utilizing the labor of persons younger than 16 years of age or in violation of the minimum working age Law in the country of manufacture of the goods or performance of the services under this Order, whichever is higher, or utilizing the labor of persons younger than 18 years of age for hazardous and /or high-risk work; (c) in violation of minimum wage, hours or days of service, or overtime or other Laws governing the timing, method and amounts to be paid to workers as required by applicable local Laws; (d) in violation of the workers' right to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by applicable local Laws; (e) in violation of the principle that workers should be hired, paid and otherwise subject to terms and conditions of employment based on their ability to do the job, not on the basis of their personal characteristics such as race, national origin, sex, religion, ethnicity, disability, maternity, age and other characteristics protected by applicable local Laws (which shall not bar compliance with affirmative preferences that may be required by such Laws); (f) subjecting workers to any form of sexual or other harassment, compulsion or coercion, including, but not limited to, harassment based upon any protected characteristic, including age, race, national origin, religion, disability, gender and other characteristics protected by Laws; or (g) in violation of the U.K. Modern Slavery Act. If forced or prison labor, or labor below applicable minimum working age is determined to have been used in connection with this Order, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller. Seller shall indemnify, defend and hold Buyer and its Affiliates harmless from all costs and expenses related to any suit, claim, proceeding brought against Buyer, its Affiliates or its or their customers for any claim arising out of or related to Seller's violation of applicable labor or employment Laws, including but not limited to, any claim arising out of or related to Seller's failure to pay minimum wage, overtime wages, or any other compensation or benefits owed to Seller's employees.

14.4 Immigration and Visa. Seller Covenants that it will comply with all Laws applicable from time to time to work permits, immigration and visa and shall timely provide to the payment of any related administrative charges, fees or costs to the competent authorities. Seller Covenants that it will perform the activities set forth in this Section 14.4 and will take all actions required in connection with such activities on an autonomous and independent basis, relying on its own capabilities and resources, and without any support or assistance from Buyer. If Buyer, at Seller's request but at Buyer's option, provides support or assistance to Seller in connection with the activities of this Section, Seller shall release Buyer from all liability in connection with such activities, so far as permitted by Law, and furthermore shall indemnify and hold harmless Buyer and its Affiliates as well as its and their directors, officers, employees, agents, representatives, successors and assigns, against any and all suits, actions, proceedings and from any and all claims, demands, losses, judgments, penalties, damages, costs, expenses or liabilities arising from any act or omission of Buyer or an Affiliate in connection therewith. In the event the activities hereto are assigned or sub-contracted by Seller pursuant to Section 12, Seller shall ensure that any Subcontractors shall comply with this Section.

14.5 Anti-Dumping. Seller Covenants that all sales made hereunder are made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under U.S. Law (19 U.S.C. Sec. 1671 et seq.), E.U. (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), as amended, or comparable Laws in such jurisdictions or any other country to which the goods may be exported. To the full extent permitted by Law, Seller will

indemnify, defend and hold Buyer harmless from and against any costs or expenses (including any countervailing duties which may be imposed and, to the extent permitted by Law, any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of this warranty. In the event that countervailing or anti-dumping duties are imposed that cannot be readily recovered by Buyer from Seller, Buyer may terminate this Order with no further liability of any nature whatsoever to Seller hereunder. In the event that any jurisdiction imposes punitive or other additional tariffs on goods subject to this Order in connection with a trade dispute or as a remedy in an "escape clause" action or for any other reason, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller.

14.6 Duty Drawback. If Seller is the importer of record into the U.S. or any other country that applies a Duty Drawback regime for any goods, including any component parts thereof, associated with this Order, Seller shall provide to Buyer all the required documentation for Duty Drawback purposes, which, in the U.S., includes Customs Form 7552 entitled "Certificate of Delivery," properly executed, as well as Customs Form 7501 "Entry Summary" and a copy of Seller's invoice, packing list, and air waybill/bill of lading.

14.7 Export Controls and Sanctions Compliance.

(a) Seller agrees to prohibit the involvement of any entity known to be headquartered in, or owned or controlled by, or acting on behalf of a national or government of Cuba, Iran, North Korea, Syria, or the Crimea region, or of any other individual or entity identified on an applicable blocked, denied, or restricted party list. Seller is also hereby on notice that Buyer will not accept goods originating from any country subject to trade sanctions including Cuba, Iran, North Korea, Syria, or the Crimea region. Should goods of such country of origin be delivered to Buyer against this explicit instruction, the goods will be returned to Seller at Seller's expense including, without limitation, any costs associated with obtaining any approvals from a government authority or authorities to make such returns, and Buyer will be entitled to claim any resulting damages it incurs due to any delivery delays or need for regulatory approval(s) associated with the Seller's breach of this provision. If applicable, Seller will also provide Buyer with the Harmonized Tariff Schedule number(s) including certificates of manufacture in accordance with the origin rules imposed by the applicable governmental authorities relevant to the goods provided. Seller acknowledges that its performance of this Order is subject to all applicable import, export and re-export control, economic sanctions, and antiboycott laws, executive orders, and regulations, which may include but is not limited to the U.S. Department of Commerce's Export Administration Regulations ("EAR"), the U.S. Department of State's International Traffic in Arms Regulations ("ITAR"), the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") regulations, any European Union ("EU") regulations, council decisions, or orders, except to the extent penalized by or inconsistent with U.S., U.K. and EU laws. In the event Buyer provides any product, equipment, material, service, software including object or source code, or technology to Seller in support of this purchase, Seller acknowledges that it shall not, directly or indirectly, sell, provide, export, re-export, transfer, release, disclose, divert, loan, lease, consign, or otherwise dispose of such Buyer's items to or via any person, entity, or destination, or for any activity or end-use restricted by any applicable laws or regulations (including those applicable to nuclear, missile, chemical or biological weapons proliferation, deep water, Arctic offshore, or shale oil or gas projects in Russia, military, or money laundering or terrorism financing activities) without first obtaining consent from Buyer and all required government authorizations, as applicable.

(b) Buyer acknowledges that the sale, export or re-export, directly or indirectly, of goods provided under this Order to Russia or Belarus or for use in Russia or Belarus may be restricted under applicable Law (including with respect to items that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014), and agrees not to engage in any such restricted sale, export or re-export unless applicable government authorizations are received. In the event of Buyer's breach of this clause, Seller shall have the right to suspend or terminate this Order upon written notice to Buyer, without any liability towards Buyer, in addition to other rights and remedies available to Seller under this Order. The Buyer agrees that such suspension or termination by Seller will not constitute a breach of Seller's obligations.

14.8 Conflict Minerals. Buyer may annually request relevant suppliers complete a questionnaire to determine the presence and source of conflict minerals in materials furnished to Buyer. If a response is not received within 90 days after such request, Seller may be subject to payment holds until such response is received.

14.9 Anti-facilitation of Tax Evasion.

(a) Seller Covenants for itself and on behalf of the Seller Group the following: (i) neither the Seller nor any member of the Seller Group shall engage in any activity, practice or conduct which would constitute either a UK or a foreign tax evasion facilitation offence under Part 3 of the UK Criminal Finances Act 2017 ("The Act"); (ii) Seller shall have and maintain in place throughout the term of this Order such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by any associated person as defined in The Act and to require compliance with this Section 14.9; and (iii) Seller shall promptly report to the Buyer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of The Act in connection with the performance of this Order.

(b) Seller shall ensure that any Subcontractor or other person associated with the Seller who is performing services or providing goods in connection with this Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this clause.

(c) Should Buyer obtain reasonable evidence that the Seller or any person associated with the Seller is in breach of this clause, the Buyer and its third party representatives shall have the right, with no less than 30 days formal written notice, to audit the relevant records of the Seller which relate directly to this Order.

(d) Breach of this clause shall be deemed a material breach and Buyer shall have the right to terminate this Order.

(e) For the purpose of this clause, the meaning of reasonable prevention procedures shall be determined in accordance with any guidance notes issued under s47 of The Act.

14.10 Environmental, Chemical, Human Rights, and Sustainability Performance Disclosure. Upon request, Seller shall provide information on the environmental, chemical composition, human rights, and sustainability metrics associated with the goods under this Order, subject to reasonable protection of Seller's confidential business information. This includes, but is not limited to, the Seller's environmental compliance and any environmental impacts with the manufacturing of the goods; the chemical composition of the goods, test data and safe use and hazard information; the Seller's compliance with and any breaches of Laws relating to the protection of human rights and the prohibition of modern slavery; the direct and indirect carbon footprint and emissions associated with the goods; and any other sustainability metrics that are required by the Buyer to comply with sustainability Laws.

15. Confidentiality, publicity and intellectual property.

15.1 "**Confidential Information**" means Buyer Group's property furnished to or obtained by Seller Group in connection with the Order (including any drawing, specification, data, goods or information), and any information derived from them. Confidential Information also includes the terms of the Order. During the term of this Order and 20 years after this Order terminates, and for as long as Confidential Information remains a trade secret for Confidential Information that is a trade secret, the Seller Group (a) will use the information only for performing the Order; (b) protect the Confidential Information with at least a reasonable standard of care to prevent disclosure of the Confidential Information; (c) promptly notify Buyer if any of its Confidential Information is disclosed in breach of this Order; (d) make copies of Confidential Information only as required to perform the Order and all permitted copies must be marked "Druck Confidential – Do Not Use, Disclose, Reproduce or Distribute without Permission"; (e) and stop using and promptly return or destroy all Confidential Information and copies thereof (except the terms of the Order) upon termination of this Order or upon Buyer's request. The Seller Group may destroy all Confidential Information contained on system backup media according to the Seller's backup policy. Seller may disclose Confidential Information to Seller's employees who have a need to know and who are bound in writing to confidentiality obligations and use restrictions at least as restrictive as in this Order. Seller may also disclose Confidential Information to comply with a legal obligation, but only after promptly notifying Buyer of its disclosure obligation so that Buyer may seek an appropriate protective order. If, absent the entry of a protective order or other similar remedy, the Seller is legally compelled under the advice of counsel to disclose such Confidential Information, the Seller may furnish only that portion of the Confidential Information that has been legally compelled to be disclosed, and shall exercise its reasonable efforts in good faith to obtain confidential treatment for any Confidential Information so disclosed. Confidential Information does not include information that can be shown by written evidence that: (a) is or becomes publicly available other than as a result of disclosure by Seller Group; (b) was available on a non-confidential basis to Seller Group before its disclosure to Seller Group; (c) is or becomes available to Seller Group on a non-confidential basis from a source other than Buyer or its Affiliates, provided such source is not subject to a confidentiality obligation with respect to the Confidential Information, or (d) was independently developed by Seller, without reference to the Confidential Information. The confidentiality terms of this Order supersede the terms of any prior non-disclosure agreement ("**NDA**") concerning pre-Order negotiations with regard to all Confidential Information disclosed under the prior NDA. Except to the extent required by Law, Seller or its Group shall not release information with respect to the existence or terms of this Order or any related document and shall not use the name, logo, trademarks, photographs or any reference to Buyer or its Affiliates in advertising, marketing, public relations or similar publications without the prior written authorization of a duly authorized representative of Buyer or the relevant Buyer Affiliate.

15.2 Intellectual Property. Seller retains ownership of all patents, trademarks, copyrights, confidential information, trade secret, database or other intellectual or industrial property rights, whether present or potential ("**Intellectual Property**") it owned before or developed independent of this Order. Seller hereby grants Buyer an irrevocable, non-exclusive and royalty-free license to make, have made, use, and sell products and services embodying any and all Intellectual Property which may be used, made, conceived, or actually reduced to practice in connection with the performance of an Order or provided as a Deliverable. If Buyer furnishes specifications, requirements, drawings, designs, data, samples, codes or other Intellectual Property (collectively, "**Designs**") to Seller, Seller acknowledges that Buyer is and remains the sole and exclusive owner of the Designs, and all improvements, modifications, derivative works thereof and Intellectual Property rights in any of the foregoing ("**Improvements**"). Seller hereby assigns and agrees to assign, and will cause Seller Group to assign, all Improvements and Designs to Buyer or its designee. If the Order includes paid-for services (including other payment in kind) for development of technology, Seller agrees all Deliverables are a work made for hire and also agrees to assign and deliver, and will cause Seller Group to assign and deliver, all Deliverables, Intellectual Property and materials related to such development to Buyer or its designee. "**Buyer Intellectual Property**" means: (i) Intellectual Property for all Deliverables under the Order except intellectual property owned by Seller prior to or developed independently of its obligations under the Order; (ii) Intellectual Property conceived, produced or developed by Seller, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Seller's performance under the Order; and (iii) creations and inventions that are otherwise made by Seller through the use of Buyer's or its Affiliates' equipment, funds, supplies, facilities, materials or intellectual property. Buyer grants Seller a non-exclusive, non-assignable, revocable license to use Buyer Intellectual Property furnished to or accessed by Seller that is necessary for the sole purpose of performing the Order and providing

the Deliverables. Seller may not use, disclose, or reproduce Buyer Intellectual Property or Confidential Information for any other purpose. Seller agrees that it will neither apply for any registration of rights in any Buyer Intellectual Property nor oppose or object in any way to applications for registration thereof by Buyer or others designated by Buyer. Seller will provide Buyer at no additional charge with such reasonable assistance as Buyer may require in order to enable Buyer and its Affiliates to secure and protect its ownership rights in any Deliverables or Buyer Intellectual Property. To the extent a Deliverable includes or consists of software, Seller shall deliver to Buyer and its Affiliates the complete source code and object code versions.

15.3 Deliverables Containing Third Party Materials. To the extent that any of Seller's pre-existing materials (including third party or open source software) are contained in the Deliverables, Seller hereby grants Buyer an irrevocable, worldwide, nonexclusive, paid-up, royalty-free, sublicensable (through all tiers of sublicensees) right and license to use, execute, reproduce, perform, display, distribute, and prepare derivative works of such pre-existing material and derivative works, and to make, have made, use, sell, offer for sale and import products and processes utilizing such pre-existing materials, but in any case limited to the extent needed by Buyer to exploit the Deliverables. To the extent the Deliverables contain unmodified, pre-existing, generally commercially available computer software or software documentation, Seller hereby grants to Buyer a non-exclusive, perpetual, irrevocable, transferable, royalty free right to use such software and software documentation and represents and warrants that it has taken all steps necessary to have the right to do so.

16. Supply chain security requirements.

Where applicable, Seller shall maintain a written security plan consistent with the Customs Trade Partnership Against Terrorism ("**C-TPAT**") program of U.S. Customs and Border Protection, the Authorized Economic Operator for Security program of the European Union ("**EU AEO**"), the Criteria of Certified Enterprises of the Customs Administration of China ("**China AEO**") and similar World Customs Organization SAFE Framework of Standards to Secure and Facilitate Global Trade (collectively, "**SAFE Framework Programs**") and implement appropriate procedures pursuant to such plan (the "**Security Plan**") including with its sub-tier suppliers. Seller shall, upon request of Buyer, certify to Buyer in writing that its sub-tier suppliers' Security Plans comply with all applicable SAFE Framework Programs. As a C-TPAT member, Buyer is required to make a periodic assessment of its international supply chain based upon C-TPAT security criteria. Seller agrees to take such reasonable measures as may be necessary to cooperate with Buyer's supply chain security assessments and to ensure that pertinent security measures are in place and adhered to throughout Seller's supply chain.

17. Packing, preservation and marking.

Seller shall ensure its packing, preservation and marking is in accordance with the specification drawings and any specifications that apply to the Order, or if not specified, with the best commercially accepted practices, and at a minimum with applicable Laws. Seller shall place all markings in a conspicuous location as legibly, indelibly and permanently as the nature of the article or container will permit. Each of the goods supplied to Buyer pursuant to the Order must be physically marked with the proper Country of Origin in accordance with the standards outlined in U.S. Customs Regulations. All goods shall be packed in an appropriate manner, giving due consideration to the nature of the goods, with packaging suitable to protect the goods during transport from damage and otherwise to guarantee the integrity of the goods to destination. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets, or crossbars thick enough to allow safe lifting and unloading.

18. Governing law.

This Order shall in all respects be governed by and interpreted in accordance with the substantive laws of the State of Texas, U.S., excluding its conflicts of law provisions.

19. Dispute resolution. Any dispute arising out of or in connection with this Order, including any question regarding its existence, interpretation, validity or termination, will be resolved in accordance with this Section 19.

(a) In the event the total amount in dispute is below US$100,000.00 (One-Hundred Thousand U.S. Dollars), it shall be determined by proceedings administered by the International Centre for Dispute Resolution in accordance with its International Dispute Resolution Procedures, as modified by the ICDR Online Protocol for Manufacturer/Supplier Disputes then in effect (refer to the International Dispute Resolution Procedures and the ICDR Online Protocol for Manufacturer/Supplier Disputes at http://www.icdr.org).

(b) In the event the total amount in dispute is equal to or higher than US$100,000.00 (One-Hundred Thousand U.S. Dollars), the parties agree to submit the matter to settlement proceedings under the International Chamber of Commerce (ICC) Mediation Rules, without prejudice to either party's right to seek interim emergency or conservatory measures of protection at any time. If the dispute has not been settled pursuant to the said Rules within 60 days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the ICC Rules of Arbitration by one or more

arbitrators appointed in accordance with the said Rules of Arbitration. The period of 60 days shall be reduced in accordance with the ICC Rules in the event either party seeks the appointment of an emergency arbitrator. The seat, or legal place, of the mediation and arbitration shall be Houston, Texas. The language to be used in the mediation and in the arbitration shall be English.

20. Waiver.

No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provisions hereof shall not be construed to be a waiver of a party's right thereafter to enforce each and every such provision.

21. Electronic commerce.

For contract formation and all other purposes, each electronic message sent between the parties will be deemed, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) "written" and a "writing"; (b) "signed"; and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the enforceability of any such electronic message on any grounds. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature.

22. Force Majeure.

Neither party shall be liable for any delay under the Order to the extent such delay is directly and solely attributable to an event of Force Majeure. For the purposes of this Order, "Force Majeure" shall mean an event (i) preventing a party from performing its obligations under the Order, (ii) that is outside of the affected party's control, (iii) which could not have been foreseen at the time of the Order, (iv) is not the result of the actions or negligence of the affected party, and (v) whose effects cannot be avoided despite the affected party taking all reasonable steps to mitigate and ameliorate the effects of such event. So long as conditions (i) to (v) are satisfied, such Force Majeure event shall include, without limitation, any act of God, act or omission of a governmental authority or administrative body, fire, nationwide/statewide strike or labor dispute, war, terrorism, epidemic or pandemic. For the avoidance of doubt, Force Majeure shall not include: (a) market condition or fluctuation or business downturn; (b) financial distress; (c) insufficient funds; (d) shortage of labor, materials, equipment or other resources; or (e) strike or labor dispute not occurring at a nationwide/statewide level. The party claiming Force Majeure shall promptly notify the other party of the details of the circumstances of the Force Majeure event and cessation of such circumstances, and the delivery or performance date shall be extended solely to the extent and duration of the delay caused by such Force Majeure. The delivery or performance date shall not be extended pursuant to this Section to the extent that delivery or performance was due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due. In the event Buyer is issued a Force Majeure notice or suspension notice of any kind by Buyer's end user, Buyer will be entitled to treat such notice as a Force Majeure event hereunder and may suspend Seller's performance under the Order without liability, and if Buyer's performance is suspended by such Force Majeure event for longer than 60 days, Buyer may terminate the Order without liability. In no event shall Seller be entitled to any price adjustment or other financial relief or cost recovery under this Order as a result of Force Majeure, including without limitation any cost recovery claims. For the avoidance of doubt, Seller's sole remedy hereunder is the extension of time for the duration of the delay to the extent solely and directly caused by Force Majeure. In the event of curtailment of deliveries compelling Seller to allocate production and deliveries of goods or services hereunder, Seller shall make such allocation in a manner that provides Buyer at least the same percentage of Seller's total output of goods or services that Buyer purchased on average in the twelve (12) months immediately preceding the Force Majeure event. Seller shall have no right to place Buyer on allocation for any reason other than as set forth in, and in accordance with, the terms of this Section.

23. Entire agreement.

This Order is intended as a complete, exclusive and final expression of the parties' agreement with respect to the subject matter herein and, unless otherwise expressly agreed in writing between the parties, supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. This Order may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. No prior course of dealing and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of this Order, or any part thereof, shall not affect the remainder of such sentences, articles or paragraphs or any other sentences, article or paragraph of this Order, which shall continue in full force and effect. Further, the parties agree to give any such article or provision deemed invalid, in whole or in part, a lawful interpretation that most closely reflects the original intention of Buyer and Seller.