



Purchase Order Terms and Conditions

1. PURCHASE ORDER ACCEPTANCE. These Purchase Order Terms and Conditions together with the Order Form to which these Terms and Conditions are attached (collectively, the “Order”) constitute an offer by Fastavia Ltd (“Buyer”). This Order shall be deemed accepted by you (“Vendor”) upon acknowledgement or shipment of items ordered hereunder.

2. CANCELLATION OR CHANGE. Buyer may cancel or change all or part of this Order without penalty any time prior to the date Vendor ships this Order.

3. SHIPMENT AND DELIVERY. Vendor shall ship all of the ordered items (the “Goods”) under this Order in the quantities and at the time and to the location specified on the Order Form. The responsibility of delivery costs shall be stated on the Order Form. International purchases shall be delivered according to the incoterms stated on the Order Form. Delivery time is of the essence. Vendor shall notify Buyer of shipments within one day of such shipment and immediately if there is any delay. All Goods shall be packed to ensure safe and proper transit and in accordance with all applicable laws and Buyer’s instructions. Substitutions will not be accepted, unless otherwise agreed in writing by Buyer. Unless otherwise provided in the Order Form, all containers and packaging materials supplied by Vendor shall be considered non-returnable and their costs included in the price.

4. STATEMENT OF CONFORMITY. When delivering the Goods in accordance with Clause 3, Vendor shall provide a statement of conformity with the Goods and, at a minimum, this statement will include: (a) Vendor’s name and address; (b) the Ordered Part Number; (c) a unique number for the document; (d) the issuing date; (e) the manufacturing batch/lot numbers; (f) the quantity of each batch/lot number; (g) a description of the Goods; (h) traceability to other supporting documents (i.e., test reports, raw material certificates); (i) an affirmation statement to confirm that the Goods fully conform to the Order Requirements (as defined below) or reference to any authorized concessions/ waiver from the Order Requirements; (j) a stamp and signature of an authorized company representative; (k) any other technical information as applicable (i.e., cure dates, part revision level, etc.); (l) any other information requested on the Order Form such as customer approval numbers or specific release statements.

5. INSPECTION The Vendor shall, upon reasonable notice, grant access to the Buyer or its designee, their customer, regulatory authorities and governmental entities to applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records and to witness the progress, inspection or testing of the Goods and/or services. Upon Buyer’s reasonable request, Vendor shall provide copies of all licenses, permits, certificates, authorizations or approvals required for the receipt and use of the Goods. All Goods shall be subject to final inspection and acceptance at Buyer’s premises notwithstanding Buyer’s payment for such Goods (if applicable) or prior inspections (at Vendor’s premises or otherwise). No Goods will be deemed to be accepted before Buyer’s final inspection at an inspection site

specified by Buyer. Buyer's inspection, failure to inspect, or failure to discover any defect or error in the Goods will not relieve Vendor of any obligation hereunder or impair Buyer's rights or remedies at law or in equity.

6. PRODUCT REJECTION AND DELAYED DELIVERY. Buyer may return any Goods that are shipped in error or contrary to Buyer's shipping instructions. Buyer shall not owe any charges relating to such returned items and Vendor will pay for all related transportation costs. It is the Vendor's responsibility to immediately notify the Buyer of any non-conformances that may affect the Goods, or any other reason that may cause the goods not to comply with terms of this Order, even if discovered after delivery of the Goods to the Buyer. Buyer will have no liability for Goods delivered to Buyer that are in excess of quantities specified in the Order Form. Vendor shall not deliver any Goods prior to the request date set out in the Order Form unless authorized by Buyer.

7. TITLE AND RISK OF LOSS. Title to and all risk of loss of or damage to the Goods shall remain with Vendor until such Goods are delivered to Buyer's chosen location (as set out in the Order Form).

8. INTELLECTUAL PROPERTY. If Vendor delivers or is required to deliver to Buyer any work product in connection with the Goods or services that Vendor is to provide under any Order, Vendor hereby assigns to Buyer, with full title guarantee and free from all third party rights all intellectual property rights in any work product. Further, Vendor shall obtain waivers of all moral rights in the work product to which any individual is now or may be at any future time entitled under Chapter IV Part I of the Copyright Designs and Patents Act 1988 or any other similar provision of law in any jurisdiction. At Buyer's request, Vendor shall promptly do all such acts and execute all such documentation as Buyer may from time to time require for the purpose of securing all right title and interest in and to the intellectual property rights assigned to Buyer in accordance with this Clause 8.

9. INVOICING AND PAYMENT. Vendor shall issue a separate invoice to Buyer for each shipment made by Vendor. Vendor shall not issue any invoice prior to shipment, unless otherwise agreed in writing by Buyer. All prices shall correspond to unit costs agreed in the Order Form and be inclusive of applicable freight, packaging, insurance, handling and other charges (unless otherwise agreed in writing with Buyer), and shall not be subject to increases for any reason. Buyer shall pay any undisputed invoices within agreed terms. All prices shall be expressed in, and payments hereunder shall be made in the currency stated on the Order Form.

10. SUPPLY OF GOODS. Vendor shall ensure to Buyer that the Goods shall: (a) be free from all defects in design, materials, and workmanship; (b) conform and perform in all respects to the descriptions and requirements set forth in this Order and the accompanying documentation ("Order Requirements"); (c) be fit for the intended purpose, (d) be of merchantable quality, (e) not be adulterated or misbranded, and (f) be free of any liens and encumbrances. Vendor will further ensure that any services to be provided under this Order shall be performed in a fully workmanlike manner to Buyer's satisfaction and supported by a mandatory certificate of conformity and any test reports and certificates as may be requested. If any Goods fail to satisfy any of the foregoing conditions, Vendor will, at Buyer's election, (g) repair such Goods to

correct the defect; (h) replace the defective Goods at no additional cost to Buyer; or (i) accept return of the Goods and issue a refund equal to the purchase price of the defective Goods. If Buyer elects to replace the defective Goods, Vendor shall within thirty (30) days of receipt of the Goods, reimburse Buyer for the costs it incurs in removing and replacing such Goods and returning the Goods to Vendor. Buyer's remedies set forth in this Clause 10 shall be in addition to any other remedy available to Buyer at law or in equity. It is the Vendor's responsibility to ensure their suppliers are aware of and meet or comply with any applicable Buyer or end customer requirements.

11. THIRD PARTY WARRANTIES. If any Goods, in whole or in part, furnished hereunder contain one or more manufacturer's warranties, Vendor hereby assigns such warranties to Buyer and Buyer's customers.

12. TERMINATION. Buyer may terminate this Order immediately upon notice to Vendor if Vendor: (a) dissolves or ceases to do business; (b) has a receiver, administrative receiver, administrator or similar officer appointed over all or any part of its assets or undertakings who is not discharged within fifteen (15) days of such appointment; (c) makes an assignment for the benefit of creditors, or another arrangement of similar import; (d) goes into liquidation or is the subject of a winding up order otherwise than for the purposes of a bona fide amalgamation or reconstruction or (e) if any similar event occurs under the applicable Laws. If a Force Majeure Event (as described in Clause 15) prevents Vendor from supplying the Goods for more than fifteen days, Buyer shall have the right, without limiting its other rights or remedies, to terminate this Order with immediate effect by giving Vendor written notice.

SUBCONTRACTING. Vendor shall not subcontract any of its obligations arising under this Order without the prior written consent of Buyer. Vendor shall be responsible for the acts and omissions of its subcontractors. Vendor shall ensure applicable Buyer or end customer requirements are notified to any permitted subcontractor in writing.

13. LIMITATION OF LIABILITY; INDEMNIFICATION. IN NO EVENT WILL BUYER'S AGGREGATE, CUMULATIVE LIABILITY TO VENDOR ARISING OUT OF OR RELATED TO THIS ORDER EXCEED THE PURCHASE PRICE OF THIS ORDER. BUYER SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION). NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY OF A PARTY FOR: (A) FRAUD; (B) FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; OR (C) FOR VENDOR'S INDEMNITY OBLIGATIONS AS SET OUT IN THIS CLAUSE 13. Vendor shall defend, indemnify, and hold harmless Buyer and its affiliates, and its and their respective officers, directors, employees, customers and agents from and against any and all losses, damages, deficiencies, awards, assessments, judgments, fines, penalties, costs, injuries, settlements, liabilities and expenses (including consequential damages and reasonable legal, accounting, expert, consulting and investigative fees, costs and expenses) incurred in connection with any claim, demand, suit, or proceeding: (a) alleging that any Goods infringe or misappropriate

any patent, copyright, trademark, trade secret, or other intellectual property right belonging to such third party; (b) arising from or related to a breach of Clause 10; (c) arising from or related to property damage, personal injury or death caused by Vendor's negligent acts or omissions or breach of this Order, or (d) arising from Vendor's failure to comply with applicable laws or regulations.

14. ASSIGNMENT. Vendor may not assign or transfer this Order, whether by agreement, operation of law, or otherwise, without the express prior written consent of Buyer. Any purported assignment, delegation, or transfer in violation of this Clause 14 will be null and void. Subject to the foregoing, this Order in its entirety will bind each Party and its permitted successors and assigns.

15. FORCE MAJEURE Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under this Order if and to the extent such delay or failure is caused by an act of God, fire, flood, war, acts of terrorism, riot, civil commotion, governmental actions (including regulatory change), labour disputes (excluding disputes of the non-performing Party's personnel) and any similar events beyond the reasonable control of the non-performing Party ("Force Majeure Event") and the Party affected by the Force Majeure Event could not have prevented the delay or failure by using reasonable precautions and as soon as reasonably practicable following becoming aware gives notice of the Force Majeure Event.

16. THIRD PARTIES: Except as expressly provided in Clause 11, a person who is not a party to this Order shall not have any rights under or in connection to it.

17. PROGRESS REPORT: Vendor shall submit to Buyer a regular progress report detailing progress towards completion of this Order ("Progress Report"). The contents and frequency of the Progress Report shall be as agreed with the Buyer.

18. VENDOR COMMUNICATION: It is the Vendor's responsibility to notify Fastavia of any significant event that may affect the product being delivered to Fastavia, including but not limited to (a) changes in ownership of Vendor; (b) change in QMS accreditation status of Vendor; (c) changes to Senior Management at the Vendor; (d) Changes to infrastructure at the Vendor; (e) transfer of work to another party, e.g if the Vendor chooses to transfer part of the production process to another manufacturer; (f) changes in product and/or process definition, e.g if Vendor supplies proprietary products and makes changes which affect the intended application of the product.

19. DOCUMENT STORAGE Notwithstanding any copyright or other restrictive markings relating to any document, items or other media provided by the Vendor, and without prejudice to any other rights of the Buyer relating therein, the Buyer shall have the right to copy any such document, item or media, in any format, as may be reasonably required for its own internal purposes in connection with use under any document/information storage/retrieval system. Unless otherwise stated in this Order or flowed down in this Order as part of the Buyer's end user requirements, the Vendor shall retain records for 15 years.

20. SECURITY Where a security classification appears in the Order Form, Vendor shall comply with the relevant security procedures for handling classified information including those contained in any security aspects letter issued by Buyer which shall form part of this Order.

21. APPLICABLE LAW; JURISDICTION. This Order, and all disputes arising hereunder or related hereto, shall be governed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England.

22. ENTIRE ORDER. Subject to any pre-contractual fraudulent misrepresentation, except as otherwise expressly agreed in a written and executed agreement, this Order constitutes the entire agreement between Buyer and Vendor with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Buyer and Vendor, whether written or oral, relating to the subject matter hereof. No amendment or modification of this Order shall be binding upon Buyer unless set forth in a written instrument signed by Buyer's duly authorized representative. The rights and remedies afforded to Buyer or its customers pursuant to any provision of this Order are in addition to any other rights or remedies afforded by any other provision of this Order, by law, or otherwise. Any terms or conditions contained in an invoice, confirmation, or other similar document from Vendor that are inconsistent with or otherwise conflict with the terms of this Order shall be without legal effect and are hereby expressly rejected. Notwithstanding the foregoing, if this Order is issued under a blanket or master agreement which the Parties agree will relate to all Orders between the Parties ("Master Agreement"), the terms and conditions of the Master Agreement shall supersede those contained herein.

23. CONFIDENTIALITY. Unless expressly agreed to in writing, all information disclosed by a Party to the other Party that a reasonable person would understand to be confidential or proprietary shall be maintained in confidence by the receiving Party. The receiving Party shall not disclose such information to any third person without the disclosing Party's prior written consent, and shall not use such information for any purpose other than the performance of its obligations or enforcing its rights under this Order. Nothing set out in this Clause will prevent either Party from disclosing the other Party's confidential information, where such disclosure is required by applicable Laws. The receiving Party shall promptly return or destroy any such information upon disclosing Party's request.

24. GENERAL. Any notice or communication permitted or required hereunder will be in writing. Vendor shall not use the name of Buyer, its affiliates, or subsidiaries, without the Buyer's prior written approval. If any provision of this Order is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. A Party's failure to insist upon strict performance of any provision of this Order, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect a Party's right to enforce any other provision or right herein. When used in this Order, the term "including" means "including without limitation," unless expressly stated to the contrary.

COMPLIANCE WITH LAW. Each Party shall comply with all applicable supra-national, national and local laws, statutes, rules, regulations, and ordinances, as amended, extended or re-enacted from time to time ("Laws"). In particular, without limiting the above, the Parties understand certain Goods provided under an Order may be subject to export controls (such as Council Regulation (EC) No 428/2009;

Regulation (EC) No 1236/2005 and the UK Export Control Act 2002, its subsidiary legislation and other similar European national laws) which regulate the export, re-export and transfer to third countries of certain Goods, and that licenses from export control bodies (which may impose additional conditions on transfer or use of the Goods) may be required before Goods can be exported, re-exported, or transferred. Each Party shall comply with any applicable export Laws, sanctions, embargoes, or other export control or restrictive measures including terms of any licenses in force from time to time. Vendor shall provide Buyer with certification as to whether: (a) Goods are subject any applicable export Laws including but not limited to the EU Dual-Use Regulation (EC) No 428/2009, EU Regulation on Torture (also known as Regulation (EC) No 1236/2005) and the UK Export Control Act 2002); and (b) as to the applicable UK Strategic Export Control List category or equivalent as may be applicable in the UK or, in any other EU Member State where the Goods are to be delivered by Vendor and/or as notified by Buyer. Vendor shall indemnify and hold Buyer harmless to the full extent of any losses arising from: (y) any failure of Buyer to comply with EU or UK export control Laws based on Reseller's reliance on certifications provided by Vendor (or failure to provide certifications) under this Order, and (z) any false statements or material omissions by Vendor with respect thereto, including without limitation export classification and country of origin of Goods procured by Vendor for Buyer under this Order. Without limiting the above, Vendor will also comply with any additional conditions or Laws that apply where Goods are required in order to enable Buyer to fulfill contracts with governmental or administrative bodies and certifies that it, its principals, its agents, employees and other representatives will comply with and are in compliance with the UK Bribery Act 2010 and all other equivalent Laws of the other EU Member States (as applicable). REACH (Regulation 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals) was adopted by the European Union in 2006 and puts specific requirements on suppliers to provide data on the content of any articles they provide to the supply chain. As a supplier to Buyer you are obligated to ensure the goods and components of such goods you supply contain less than 0.1% by weight of any Candidate List Substances (CLS), or you are required to notify Fastavia of which CLS's are present if greater than 0.1% by weight. The Candidate List pursuant to Article 59 of REACH has been published by ECHA at: http://www.echa.europa.eu/chem_data/candidate_list_table_en.asp. Where any Government or other special condition is incorporated by reference in this Order such special condition shall apply.