

General conditions for purchase of goods and services Caldic USA Inc.

1 Acceptance of Terms

These General Terms and Conditions for the Purchase of Goods and Services (these “**General Terms**”) are the only terms which govern the purchase of the goods, equipment, materials, or services (the “**Goods**”) from the seller named on the purchase order (the “**Supplier**”) issued by Caldic USA Inc. (“**Caldic**”). The accompanying purchase order from Caldic (the “**Purchase Order**”), these Terms, and the documents referred to on the Purchase Order (collectively, this “**Contract**”) constitutes the entire agreement between Caldic and Supplier, and supersedes all prior or contemporaneous understandings, offers, agreements, negotiations, representations and warranties, and communications (written and oral). This Contract specifically excludes any terms of Supplier which may be communicated to Caldic at any time before, concurrently with or after the date of this Contract. In the event there is a written and signed agreement between Supplier and Caldic, that written agreement shall supersede. Should there be any conflict of terms between the written documents constituting this Contract, the following will be the order of priority: the Purchase Order; the scope of work (if any); these General Terms; and the drawings (if any) provided by Caldic to Supplier with those of the most recent date having the highest priority.

2 Performance and Warranty

Supplier guarantees and warrants that: (i) it has full power and authority to enter into this Contract and perform its obligations, (ii) this Contract is a binding obligation of Supplier, enforceable against Supplier in accordance with its terms, (iii) the Goods will conform to the specifications, description, drawings, standards, quality and performance levels outlined in this Contract, (iv) the Goods are fit for the intended purpose of Caldic, and (v) title to all the Goods supplied under this Contract will be free and clear from all liens, claims, encumbrances and any other charges whatsoever. These warranties shall survive delivery, inspection and acceptance of or payment for the Goods.

3 Insurance

Without limiting Supplier’s liability under this Contract, Supplier shall provide, maintain and pay for the following insurance coverage: **COMPREHENSIVE GENERAL LIABILITY INSURANCE of at least USD \$5,000,000 per**

occurrence or such higher amount as specified in the Purchase Order covering Supplier’s liability for bodily injury (including death) and property damage. Upon Caldic’s request, Supplier shall provide Caldic with a certificate of insurance from Supplier’s insurer evidencing the insurance coverage specified in these General Terms. Unless otherwise stipulated, the insurance will be in force for the duration of this Contract. Supplier shall immediately advise Caldic in writing in the event that any such insurance coverage is cancelled, terminated, or materially reduced.

4 Indemnity

Supplier shall defend, indemnify and hold harmless Caldic and its affiliates and their respective agents, officers, directors and employees from and against any and all suits, legal proceedings, claims, demands, damages, liabilities, losses, fines, penalties, costs and expenses including reasonable legal fees arising out of or attributable to: (i) the performance or non-performance of this Contract, or any negligent act or omission of Supplier, its agents, employees and subcontractors, (ii) any breach by Supplier of any representation, warranty, obligation or covenant under this Contract, (iii) bodily injury, sickness or death of any of Supplier’s or any subcontractor’s employees, or loss or damage to Supplier’s or any subcontractor’s property, (iv) any defect in Caldic’s or Supplier’s title to the Goods, or any lien, charge, encumbrance or claim affecting the Goods, and (v) any infringement or claimed infringement of any patents or other intellectual property rights by the manufacture, sale or use of any Goods, software, materials, apparatus, or methods furnished by Supplier under this Contract, including any liability and costs related to recalls. In the event of any suit or proceeding which is based upon a claim that the Goods or any part infringes any patent or other intellectual property right, and where the use of the Goods is enjoined pending the outcome of the suit or proceeding, Supplier shall either secure for Caldic the right to use the Goods pending the final outcome or pay Caldic the losses sustained by Caldic due to any injunction or prohibition. In the event any Goods is held to be infringing and the use is permanently enjoined, Supplier shall promptly and at its expense either: (i) obtain for Caldic the right to use the Goods, (ii) replace the Goods with non-infringing Goods equal to or better than that removed, or (iii) modify the Goods so as to render it non-infringing. Caldic

may be represented in any suits or legal proceedings by lawyers of its own selection at Supplier's expense.

5 Taxes and other amounts

Unless stated otherwise in the agreed Incoterms and the Purchase Order, all fees, applicable taxes, duties, insurance, packaging, shipping and freight charges are included in the purchase price and are for the account of Supplier, save and except the goods and services tax, harmonized sales tax, or any other value added taxes as may be applicable during the term of this Contract. Supplier shall pay all contributions, taxes, premiums and insurance required under federal, provincial/state or local laws in relation to its employees engaged in the furnishing of the Goods, and all sales, use, excise, transportation, occupation and other taxes and duties applicable to Goods furnished hereunder which Supplier is required by law to pay. Supplier will co-operate with Caldic in the recovery of any sales taxes paid by Supplier on Goods supplied which were used in an exempt application.

6 Packaging, Shipping and Invoicing

Supplier warrants that all Goods to be shipped hereunder will be properly classified, described, packaged, marked and labelled, and will be in the proper condition for transportation in accordance with all applicable laws or regulations (including national hazard communication standards). A detailed packing slip showing the Purchase Order number, Supplier's firm name and the shipper's name will be included with the delivery of Goods or in or attached to each package. Shipping instructions and requirements provided on the Purchase Order are to be complied with unless agreed to otherwise in writing. Failure to comply with this clause will, at Caldic's option, constitute grounds to reject the shipment. If Caldic's routing instructions are not followed, Supplier may be held liable for any additional transportation costs incurred. When shipments of Goods are made from other than a location in United States, the shipments will be made in accordance with Caldic's customs instructions (which are available to Supplier upon request) and applicable customs rules and regulations. Invoices must be sent directly to the Caldic affiliate purchasing the Goods (and not the Caldic purchasing agent) and must show the Purchase Order number, shipper, origin and destination. Failure to comply with this clause may result, at Caldic's option, in the rejection of Supplier's invoice and/or the shipment. Payment terms will not commence until receipt by Caldic of an invoice complying with this Section 6.

7 Title and Risk of Loss

Title to the Goods (including documents, designs, drawings, specifications, plans, reports, information and other deliverables) and risk of loss will pass to Caldic upon delivery at Caldic's facility, unless otherwise specified on the Purchase Order.

8 Independent Contractor

Supplier will be an independent contractor and not an agent or representative of Caldic. Supplier, its agents, employees and subcontractors, shall not bind Caldic to any obligation with a third party, nor hold themselves out as having authority to bind or obligate Caldic. None of the persons engaged by Supplier or any of its subcontractors in the performance of this Contract will be considered employees of Caldic.

9 Force Majeure

Any delay caused to either Supplier or Caldic by reason of acts of God, force majeure, or other causes beyond a party's reasonable control and occurring without a party's fault or negligence, including strikes, lockouts and labour unrest, will not be regarded as a default in performance by Supplier or by Caldic. Notice of any anticipated delay will be given by the delayed party to the other as soon as possible under the circumstances. Performance under this Contract will resume as soon as practicable, and the party affected by the delay will at its own cost take all commercially reasonable measures to minimize the impact of the event on the other party, including through the devising and implementation of work-around plans, re-sequencing and resuming performance under this Contract as soon as possible. In these circumstances, Caldic will have the right to adjust this contracted quantity of the Goods or adjust delivery schedules and/or completion date(s), as the case may be. No extension will be made for delay under this Section 9 unless written notice of claim is received by Caldic at the address set out in the Purchase Order within 10 calendar days of the commencement of the delay. Any extension for delay will be for the period of time as agreed upon in writing between the parties. In the event that a force majeure event lasts for more than 30 days, Caldic will have the right to terminate this Contract for the applicable Goods without penalty.

10 Limitation of Liability

Under no circumstances will Caldic, its directors, officers and employees be liable to Supplier or any other person or entity for special, incidental, consequential, punitive, exemplary or indirect damages, loss of goodwill or business

revenues or profits, work stoppage, downtime costs, loss of use of equipment or facilities, cost of capital, data loss, or any and all other commercial damages or loss whether based in contract, warranty, tort, negligence, gross negligence or statute, and in no event will Caldic's liability exceed the value of the Purchase Order.

11 Confidentiality

Supplier acknowledges that in order to provide the Goods, certain proprietary and/or confidential information may be disclosed to Supplier or may be observed and/or acquired by Supplier in the performance of this Contract. Supplier shall hold all information in the strictest confidence and shall ensure it is not disclosed, published or disseminated to any third party. Supplier shall ensure that its employees, agents, subcontractors and representatives assume the same obligation of confidentiality before communicating the information or know-how to that person. The confidential information will not be used by Supplier, except to provide the Goods.

12 No publicity

Unless the Supplier has received prior written consent from Caldic's communications department (which consent may be withheld in Caldic's absolute discretion); Supplier shall not publicize, announce or otherwise distribute any information in any format or media, whether such formats or media are now known or later devised, including any so-called "social media", in respect of (i) this Contract, (ii) Supplier's relationship with Caldic, or (iii) or any information about Caldic, including Caldic's activities, operations, brands, trademarks, products, services, personnel, other relationships, practices, policies, intellectual property, know how, or financial matters.

13 Data Privacy and Records Retention

In case the Supplier collects and processes the personal and company data that it receives from Caldic, it shall solely do so for the purpose of the execution of this Contract and in line with applicable data privacy and personal information regulations. The personal information data shall only be passed on to processors, recipients and/or third parties in so far as this is necessary and in line with the aforementioned purposes and solely upon written consent from Caldic.

Supplier shall retain, for at least five years following the end of any applicable warranty period or the final settlement date of any outstanding claims or disputes, whichever is later, the following: (i) proper accounts and records of the

cost to Supplier of the Goods and of all expenditures or commitments made by Supplier in connection with the Goods, and all invoices and receipts relating to the Goods; (ii) all of Supplier's subcontracts and all correspondence in connection with the subcontracts; (iii) all pertinent commercial documentation in respect of this Contract and all subcontracts, including copies of invoices, freight bills, dock receipts, freight forwarded receipts, bills of lading, certificates of origin, and any other pertinent documents; and (iv) all documents recording or evidencing Supplier's compliance with this Contract, including drawings, calculations, and inspection records. All of the foregoing will at all times be open to audit, inspection and examination by the authorized representatives of Caldic, who may make copies and take extracts, but only for the limited purpose of (a) verification of Supplier's compliance with the terms of this Contract, (b) enforcement of Caldic's rights under this Contract, or (c) ascertaining amounts owed by Caldic or to tax authorities, where relevant.

14 Governing Law

This Contract is to be governed, both with respect to its construction and performance, by the laws of the State of Illinois, without regards to its conflict of laws principles and the parties agree to submit to the exclusive jurisdiction of the courts of the State of Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.] Supplier shall comply with all rules and regulations as applicable to the Goods, including, but not limited to data privacy and personal information regulations, anti-corruption regulations, antitrust regulations, export controls/sanctions and/or environmental regulations.

15 Set-off

In addition to any right of set-off or recoupment provided by law, Caldic may at any time and without notice set-off claims by Supplier for amounts due or to become due from Caldic under this Contract against any claims that Caldic or any of Caldic's affiliates has or may have arising out of this Contract or any other transaction between Caldic or Caldic's affiliates and Supplier or any of Supplier's affiliates.

16 International Trade Reporting and Documentation

Supplier shall provide all information necessary for Caldic to comply with all applicable laws, including legal reporting obligations, in the country(ies) of origin and destination.

Supplier shall provide all documentation, including certificates of origin, and/or electronic transaction records to allow Caldic to meet customs-related obligations, and local content or origin requirements, and to obtain all tariff and trade program duty avoidance(s) and/or refund benefits, where applicable. Supplier further agrees, upon request by Caldic, to participate in trusted trader, trade security or other similar government programs with a view to eliminating or minimizing security related delays at the border. Supplier shall assume any and all financial responsibility arising from Supplier's failure to comply with these requirements and/or to supply Caldic with information required to meet legal reporting obligations, including any fines, penalties, forfeitures, unnecessary duties or counsel fees incurred or imposed as a result of actions taken by the importing or exporting country's government.

17 Termination

Caldic may terminate this Contract immediately and/or suspend this Contract without prejudice to any other right Caldic may have if: (i) Supplier makes assignment or is petitioned into bankruptcy, or if a receiver is appointed to administer the affairs of Supplier, (ii) Supplier breaches any of the terms or conditions of this Contract and refuses or is unable to rectify any breach to Caldic's satisfaction within five days following receipt of notice of the breach, or (iii) Caldic reasonably believes that Supplier will be unable to satisfactorily perform its obligations under this Contract. Caldic may without penalty terminate this Contract or suspend this Contract for a reasonable period of time without cause subject to the payment to Supplier of reasonable direct costs (excluding overhead expenses and lost profits) incurred by Supplier as a result of the termination or suspension.

18 Caldic Companies

Supplier shall, whenever feasible, use the services and/or goods of Caldic related companies, provided the company is cost competitive (see www.caldic.com for a description of Caldic related companies).

19 Compliance with Law

Supplier shall comply with all applicable laws, regulations and ordinances. Supplier shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Contract. Supplier shall comply with all export and import laws of all countries involved in the sale of the Goods under this Contract. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance.

Caldic may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

20 Additional

Supplier will not assign this Contract or any portion of this Contract without the prior written consent of Caldic, which consent may be withheld by Caldic in its absolute discretion. Caldic will have the right to assign this Contract or any portion of this Contract, without Supplier's consent, to any of Caldic's affiliates or to any purchaser or successor to Caldic's relevant business. This Contract will be binding on and endure to the benefit of the parties and their respective agents, successors and permitted assigns. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy under or by reason of this Contract. Any failure by Caldic at any time, or from time to time, to enforce or require the strict keeping and performance by Supplier of any of the terms or conditions of this Contract, will not constitute a waiver by Caldic or a breach of any terms or conditions, and will not affect or impair the terms or conditions in any way, or the right of Caldic at any time to avail itself of the remedies as it may have for any breach or breaches of the terms or conditions. Supplier acknowledges that it understands that time is of the essence in the performance of its obligations under this Contract. No modification of, nor additions to the terms of this Contract will be effective until expressly accepted in writing by Caldic. Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect. The headings used herein are for convenience of reference only and will not be considered part or affect the interpretation of this Contract. Words expressed in the singular include the plural and vice-versa and words of one gender include all genders. "Including" will mean including without limitation and "include" and "includes" will have a corresponding meaning. In any instance of interpretation or translation, the English language version of these General Terms shall prevail.