

TERMS AND CONDITIONS OF PURCHASE

Purchase Terms and Conditions

"**Buyer**" means the party contracting with Seller for products or services and identified as the purchasing entity on the face of the order or in the Purchase Agreement.

"**Seller**" means the party selling the applicable products or services to Buyer. References to "products" include items specifically provided for in the Purchase Agreement or incorporated in services Buyer purchases from Seller.

"**Purchase Agreement**" or "Agreement" means the terms and conditions set forth herein, as well as the Supplier Code of Conduct which is incorporated by reference herein:

https://www.corporate.carrier.com/Images/Carrier-Supplier-Code-of-Conduct-07-2020-English_tcm558-81504.pdf

and any applicable purchase agreement or order currently in effect between Seller and Buyer.

1. TERMS AND CONDITIONS OF PURCHASE

(a) Any purchase of products or services by Buyer from Seller is subject to the present terms and conditions and any fully signed Purchase Agreement between Buyer and Seller. Unless otherwise stated by Buyer, any other terms and conditions to which Seller refers in its offer, order confirmation or any other document, are expressly rejected and shall not be applicable to Buyer's purchases. Any deviation from the present terms and conditions must be expressly agreed in writing by both Buyer and Seller by their authorized representatives.

(b) Buyer's order constitutes an offer to purchase from Seller, which Buyer may revoke at any time before Seller accepts it. By selling products or services to Buyer, Seller confirms that the present terms and conditions apply to Buyer's purchases. Buyer's order does not constitute an acceptance by Buyer of any Seller's offer to sell: any quotation, any proposal, and reference in the order to any such offer to sell, quotation, or proposal shall in no way constitute a modification of any of the terms and conditions of the order.

(c) The order number specified on Buyer's purchase order must be indicated on all correspondence and documents, including delivery or shipping documents from Seller, accompanying the provision of the products and services.

(d) Seller must acknowledge receipt of the order and confirm the delivery date to Buyer within three (3) working days from the receipt of Buyer's order.

2. PRICING - PAYMENT EMEA

(a) Unless otherwise agreed in writing between parties, prices are: (i) stated in EUR; (ii) not subject to increase for the duration of the Purchase Agreement; and (iii) Ex Works Seller (Incoterms 2010). No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.

(b) Unless otherwise stated on the face of the order or Purchase Agreement or agreed in writing, payment terms are net due ninety (90) days from the Payment Start Date as defined below ("Due Date") plus the number of days between the Due Date and, if any, Buyer's next scheduled Normal Payment Date as defined below. If this payment period, or any other payment period agreed on by the parties, would be held unlawful, invalid or void, payments shall be net due sixty (60) days from the Payment Start Date.

"Payment Start Date": the later of the required date identified on the order or Purchase Agreement, the received date of the goods and/or services in Buyer's receiving system, or the date of receipt of valid original invoice at the address indicated by Buyer

"Normal Payment Date": the regularly scheduled business day of the week or month on which Buyer makes payments pursuant to this article.

Unless otherwise stated on the face of the order or Purchase Agreement, Buyer shall be entitled, either directly or through an affiliated third party, to take an early payment reduction of 0.0333% of the gross invoice price for each day that actual payment precedes the Normal Payment Date. By way of examples, an early payment reduction of 2.5% would correspond to a payment made 75 days earlier than the Normal Payment Date and an early payment reduction 0.333% would correspond to a payment made ten (10) days earlier than the Normal Payment Date.

(c) The price must be stated exclusive turnover tax (VAT) which must be stated separately in accordance with the applicable VAT rules.

(d) Without prejudice to any other provision, Buyer may deduct from the price, any social security charges, contributions and taxed for which Buyer may be jointly and severally liable under the Wages and Salaries Tax and Social Security Contributions Act ("Wet Ketenaansprakelijkheid"). Payment in that matter will fully discharge Buyer vis-à-vis Seller.

(e) Buyer may set off any amount owing at any time from Seller to Buyer (or any of its affiliated companies) against any amount payable at any time by Buyer under the Purchase Agreement.

(f) Seller warrants that it is selling at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers any buyer for products or services of the same or similar quality, and in comparable quantities, to that provided for in the Purchase Agreement. If, during the term of the Purchase Agreement, Seller makes an offer to sell any such products or services to a third party at a lower price or upon one or more terms that are more favorable than the price or terms then applicable under the Purchase Agreement, an equivalent reduction or modification of terms will apply to all products or services purchased thereafter for the balance of the term of the Purchase Agreement.

(g) If, under the Purchase Agreement, Buyer must purchase certain quantities of products or services from Seller and Seller does not meet the Favorable Terms as provided in this clause, Buyer will be released from its obligations with respect to any quantities of products or services available from the third party on such Favorable Terms. If at any time during the term of the Purchase Agreement: (1) a third party makes a competitive offer to sell products or services pursuant to one or more terms (including price, volume, quality and/or payment terms) that are more favorable to Buyer than the terms then in effect under the Purchase Agreement (the "Favorable Terms"), then Seller will meet, or notify Buyer that it will not meet, such Favorable Terms within fourteen (14) days of receipt of Buyer's notice thereof. Seller's failure to meet such Favorable Terms within such fourteen (14) day period shall be deemed a decision not to meet such Favorable Terms regardless of whether Seller specifically notifies Buyer thereof; or (2) Buyer anticipates that it may receive a

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competitive offer from a third party to sell products or services on Favorable Terms through an internet web based trading platform (an "On-Line Offer"), and Seller is provided with a written invitation to participate in the applicable on-line event that may result in an On-Line Offer at least seven (7) days prior thereto, then Seller will meet, or not meet, the Favorable Terms of the On-Line Offer during the on-line event. Seller's failure to meet such Favorable Terms during the on-line event shall be deemed a decision not to meet such Favorable Terms regardless of whether Seller specifically notifies Buyer thereof.

(h) If, under the Purchase Agreement, Buyer must purchase a percentage of its product requirements from Seller, reasonable amounts of product purchased from a third party supplier for purposes of qualifying such products shall be deemed excluded from Buyer's requirements and can be used by Buyer for commercial production and sale.

3. TRANSPORTATION - DELIVERY

(a) Delivery dates requested by Buyer are firm and time is of the essence with respect to delivery. Seller must promptly notify Buyer in writing if Seller anticipates difficulty in complying with a required delivery date and will use all commercially reasonable efforts to meet the required delivery date. Buyer has no obligation to accept deliveries that are not made on the required delivery date. If Seller fails to meet a required delivery date, Seller shall be in default without further notice being required and Buyer may procure replacement products or services. Seller will be responsible for all costs incurred by Buyer as a result of early or late deliveries.

(b) Unless otherwise stated on the face of the order or Purchase Agreement or agreed in writing, delivery will occur, and title and risk of loss will transfer when the risk passes according to the applicable Incoterm.

(c) Seller shall be responsible at his own expense for the safe and suitable packaging and labeling of the products. Packing, preservation, labeling and marking will be in accordance with the specification drawing or as specified in the Purchase Agreement, or if not specified, the best commercially accepted practice, consistent with applicable law. The gross and net weight, shipping address, mode of packing, and in case of over-dimensional shipment the hook-points and stacking ability shall be marked on the packing. Each shipment made by Seller shall include a packing list containing, if applicable, the purchase order number, Buyer's product identification and part number, quantity shipped, date of shipment, country of origin, product gross and net weight, product dimensions, composition by box or other packaging unit, quantity of boxes or other packaging units and quantities missing in relation to those stated on the purchase order or Purchase Agreement and such other information as Buyer may reasonably request or is required by applicable law.

The following text and QR Code need to be included in the manual and on the package / box:

"Product Warnings and Disclaimers

For information on warranty disclaimers and product safety information, please check:

https://www.onity.com/en/eu/media/102020_PRODUCT%20WARNINGS%20AND%20DISCLAIMERS_ONITY_tcm1057-221309.pdf



4. INSPECTION - REJECTION

(a) Buyer (or its representatives) may inspect and test all products and services and all materials, equipment and facilities utilized by Seller in producing products or providing services for Buyer, including without limitation reasonable access to the sites where work under the Purchase Agreement is performed, in order to assess work quality, conformance with Buyer's specifications, and conformance with Seller's representations, warranties, certifications and covenants under the Purchase Agreement. Seller will maintain an inspection and testing system for the same that is acceptable to Buyer and will keep records of all inspection and testing data and, with respect to products, samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Buyer in writing, Seller will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each product lot shipped.

(b) If any of the products or services ordered are found at any time to be defective, or otherwise not in conformity with the requirements of the Purchase Agreement, including any applicable drawings and specifications, Buyer may, at its option and sole discretion, and in addition to any other rights and remedies it may have:

(i) for the relevant product or services: rescind the corresponding Purchase Agreement and, consequently, reject and return such products at Seller's risk and expense; and/or

(ii) require Seller to remove and replace non-conforming products with products that conform to the Purchase Agreement; and/or

(iii) upon notice to Seller, take such actions as may be required to cure all defects and/or bring the products or services into conformity with all the requirements of the Purchase Agreement; and/or

(iv) reject the services and require Seller to re-perform, at its own expense, any defective portion of the services performed.

If Buyer elects option (ii) above and Seller fails to promptly make the necessary inspection, removal and replacement, Buyer may at its option inspect and sort the products, and Seller shall pay the cost thereof.

5. WARRANTIES

(a) Seller warrants that all products and services will be:

(i) free of any claims by third parties and that Seller will convey clear title thereto to Buyer;

(ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer and with all applicable legislation and regulations;

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(iii) of merchantable quality and free from all defects in design, workmanship and materials; and

(iv) to the extent that Buyer relies on Seller to specify the products or services, fit for their intended purpose.

Seller further warrants that all software, firmware, or computer or electronic equipment provided will be:

(v) free of computer viruses, time bombs, or code or instructions that may be used to access, modify, delete, damage, or disable any computer, associated equipment, computer programs, data files or other electronically stored information operated or maintained by Buyer; and

(vi) unaffected in its performance or functionality by date changes. Seller further warrants that all services will be performed in accordance with the highest standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner.

(b) The above warranties (except for warranties of title and against third party claims and except if otherwise agreed in writing by both parties) will be in effect for a minimum period of thirty (30) months from the manufacturing date and, for CCTV products, for a minimum period of forty-two (42) months from the manufacturing date.

(c) If any products or services fail to conform to the above warranties Seller, at Buyer's option, will:

(i) refund the purchase price of the nonconforming products or services and any related costs incurred by Buyer; or

(ii) with respect to products, replace or repair the nonconforming products; or

(iii) with respect to services, re-perform all services necessary to correct any such nonconformity.

Any replacement products or services will also be subject to the above warranties and warranty period. The warranty period for repaired products will be extended to account for the time lapsed until the repair was completed. If Seller does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at Seller's expense.

6. CHANGES.

. Buyer may at any time make changes within the general scope of the Purchase Agreement in any one or more of the following: (a) drawings, designs or specifications where the products to be furnished are to be specially manufactured for Buyer; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of services. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under the Purchase Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both, in writing. Any Seller claim for adjustment under this clause will be deemed waived unless asserted within thirty (30) days from Seller's receipt of the change or suspension notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change. Any change to the Purchase Agreement shall be made by a signed amendment.

7. COMPLIANCE WITH LAWS

Seller represents, warrants, certifies and covenants that:

(a) Seller will comply with all applicable national, EU, state/provincial and local laws, rules, regulations and orders in performing its obligations under the Purchase Agreement, including without limitation laws and regulations dealing with environmental, health and safety, equal employment opportunity, and protection of personal data;

(b) Seller will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality in all of its activities;

(c) the products sold were or will be produced in compliance with any applicable labor standards;

(d) each chemical substance constituting or contained in products is on the list of chemical substances compiled and published by: the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS); or any equivalent lists in any other jurisdictions to which the products will likely be shipped;

(e) products may be exported worldwide, including to countries that forbid the importation of products manufactured with child labor or with forced, indentured or convict labor. No products supplied have been or will be produced utilizing forced, indentured or convict labor, or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture or in any jurisdiction in which services are provided, or in violation of minimum wage, hour of service, or overtime laws in the country of manufacture or provided services;

(f) unless Buyer expressly agrees otherwise in writing as an addendum hereto, no products contain: (i) any arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE); and/or (ii) any other chemical and/or hazardous substances which use is restricted in any other jurisdictions to which the product is shipped (including, but not limited to, and as amended/replaced from time to time: *EU Directive 2011/65/EU (08 June 2011) (RoHS Directive)*, or *the Montreal Protocol on ozone-depleting substances*), or *EC 1907/2006 (REACH Directive)*;

(g) to the extent that any product contains hazardous materials, Seller will provide all relevant information pursuant to applicable requirements in any other jurisdictions to which Buyer informs Seller the products are likely to be shipped;

(h) except as specifically listed by Seller in an Addendum hereto, none of the products are considered as "electrical or electronic equipment" under EU Directive 2002/96/EC (27 January 2003) (WEEE Directive), as amended/replaced from time to time and Seller agrees to assume responsibility for: (i) taking back those products so listed in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of this EU Directive; and (ii) taking back as of the date of the Purchase Agreement such used products currently owned by Buyer up to the number of new units being purchased by Buyer or to arrange with a third party to do so in accordance with all applicable requirements, with no additional charge to be sought by Seller and no additional payments to be due from Buyer for Seller's agreement to undertake these responsibilities;

(i) Seller will not pay, promise to pay or authorize the payment of any money or anything of value to any person or entity for

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the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Purchase Agreement;

(j) Seller has established an effective program to ensure that the activities of any suppliers it utilizes to provide any products or services that will be incorporated into products or services supplied will be in conformance with the requirements of this section.

From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed above, or to update the certifications, representations and warranties in this section, in each case in form and substance satisfactory to Buyer.

8. SUPPLIER SECURITY AND CRISIS MANAGEMENT POLICY

Seller shall have and comply with a company security and crisis management policy, which policy shall be revised and maintained proactively and as may be requested by Buyer in anticipation of security and crisis risks relevant to Seller's business.

9. CONFIDENTIAL INFORMATION

(a) Seller shall keep confidential any technical process, commercial, or economic or other information furnished by Buyer, or specifications or other data furnished by Buyer in connection with the Purchase Agreement or order and shall not divulge, export, or use, directly or indirectly, such information for the benefit of Seller or any other party without obtaining Buyer's prior written consent. Except as required for the efficient performance of the Purchase Agreement or order, Seller shall not make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of Buyer. If any reproduction is made with prior consent, this notice shall be provided thereon. Upon completion or termination of the Purchase Agreement or order, Seller shall promptly return to Buyer all materials and any copies thereof, except for one record copy incorporating any such information.

(b) Any knowledge or information which Seller has disclosed or may hereafter disclose to Buyer which in any way relates to the products or services covered by the Purchase Agreement or order shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary information, and shall be acquired by Buyer free from any restrictions (other than a claim for patent infringement) as part of the consideration for the Purchase Agreement or order. Seller shall not assert any claim (other than a claim for patent infringement) with respect to any such information against Buyer.

10. BUYER'S PROPERTY

(a) All tools, equipment, materials, drawings, computer programs, or other documented data of every description furnished to Seller by Buyer or paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of UTCFS" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not

use Buyer's property except in filling Buyer's orders. Buyer's property while in Seller's custody or control shall be held at Seller's risk. Buyer's property shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.

(b) If the Purchase Agreement funds the development of any item; including without limitation any composition of matter, article of manufacture, machine, process, method, software program, or database; or results in any idea, invention, or work of authorship which may be subject to patent, copyright, trademark or trade secret protection; Seller agrees to assign all right, title and interest in and to said item, idea, invention or work of authorship to Buyer. Seller shall notify Buyer of the development of such item, idea, invention, or work of authorship and shall cooperate with and assist Buyer in every reasonable way to perfect its right, title and interest, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

11. INTELLECTUAL PROPERTY INFRINGEMENT

Seller represents and warrants that the sale or use of the products or services provided to Buyer will not infringe or contribute to the infringement of any patents, trademarks, or copyrights anywhere in the world. If any product, service, or part thereof is held to constitute an infringement, Seller will, at its expense, obtain for Buyer a license to use the item or service, or replace or modify the same, in a manner satisfactory to Buyer, so as to avoid the infringement. Seller shall not assert any of its patents or other intellectual property rights against Buyer or Buyer's affiliates or customers worldwide in connection with any use of products or services provided to Buyer in the production, use, preparation, sale, or delivery of, or other action with respect to, the products or services of Buyer or Buyer's affiliates or customers.

12. QUALITY

(a) Seller will not change the manufacturing process, raw materials or proportions of raw materials used in products delivered to Buyer under the Purchase Agreement unless Seller notifies Buyer in writing of the change at least ninety (90) days before its implementation and Buyer agrees to the change in writing. Seller will be liable for all losses and damages that Buyer may suffer if Seller does not comply with the requirements of the preceding sentence. At Buyer's request, Seller will provide samples of product produced with the proposed change to test in Buyer's manufacturing process.

(b) Seller will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of products and services.

13. CUSTOMS AND TRADE

(a) Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. All purchases under the Purchase Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Seller will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration. In any case where Buyer agrees to

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be the importer of record, Seller will provide all information needed to affect customs entry into each country into which the products are to be imported.

(b) Seller will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on products or articles manufactured from products provided under the Purchase Agreement. Seller warrants that no sale will give rise to anti-dumping or countervailing duties under any applicable law.

(c) Seller will accurately and in accordance with the applicable trade and customs laws, indicate the country of origin of the products on the product, and, as appropriate, the packaging labels, the customs invoice and other applicable documentation. Without limiting the generality of the foregoing, Seller will provide long term supplier declarations and certificates of origin relating to such products within the meaning of the rules of origin of the NAFTA, EEA and other applicable preferential duty provisions, renew those annually and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs.

14. SERVICES/LIENS - SITE RULES - INSURANCE

(a) Seller will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against the products provided under the Purchase Agreement or Buyer's premises or the improvements thereon, and Seller will defend, indemnify, and hold harmless Buyer with respect thereto.

(b) Seller will conform strictly to all of Buyer's site rules and regulations when performing services on Buyer's premises. It is Seller's obligation to obtain a copy of Buyer's site rules.

(c) Seller will maintain appropriate liability insurances (including without limitation employer's liability, comprehensive general liability, product liability and property damage insurance) adequately protecting Buyer in the event of any liability arising under this Purchase Agreement (but not less than any minimum coverage as required under the applicable laws) and, upon our request, Seller will provide Buyer with evidence of such insurance.

15. INDEMNIFICATION

Seller will indemnify, release, defend and hold harmless Buyer, its subsidiaries, affiliates, licensees and assigns, and their respective officers, directors, agents, representatives, subcontractors and employees, whether acting in the course of their employment or otherwise (each, an "Indemnified Party"), from all claims, demands, losses, damages, liabilities, judgments, costs (including reasonable attorneys' fees), expenses, liens or actions (collectively, "Claims") incurred by or asserted against an Indemnified Party, in any manner arising out of or relating to Seller's performance or failure to perform its obligations, Seller's breach of any of the representations, warranties, certifications or covenants contained in the Purchase Agreement, or any products or services supplied, including without limitation Claims relating to death, personal injury, or damage to property. Seller agrees to include this clause in any subcontracts issued.

16. TERMINATION FOR CONVENIENCE

Buyer may, by written notice to Seller specifying the extent of termination and the effective date, terminate the Purchase Agreement, or its purchase of any ordered quantity of

products or services, for convenience, and Buyer and Seller shall negotiate reasonable termination costs consistent with the cost of materials and labor incurred (and not otherwise mitigated) on ordered products or services prior to the date of Buyer's termination notice, provided Seller takes all steps reasonably necessary to mitigate such costs. Seller will notify Buyer of its actual cost of such material and labor incurred within thirty (30) days after termination.

17. TERMINATION FOR CAUSE

If:

(i) Seller fails to complete or deliver any part of the products or services when required; or

(ii) Seller is otherwise in breach of any material term of the Purchase Agreement or Supplier Code of Conduct; or

(iii) Seller fails or refuses to cooperate with any UTC audit or investigation; or

(iv) Seller or any of its directors, officers, or employees are prevented from performing services in the jurisdiction where the work is performed or to any government, government official in conjunction with an administrative, public, court or political decision or order (such as debarment, blacklisting, country restrictions or sanctions, license withdrawal or suspension) or

(v) Buyer determines any of Seller's representations, warranties, certifications or covenants to be untrue; or

(vi) Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller;

then:

Buyer is entitled to immediately terminate the Purchase Agreement or its purchase of any ordered quantity of products or services. In case of (i) to (iv) apply, Buyer shall be relieved from its obligation to make further payments to the Seller and shall be entitled to recover damages arising from such breach(s). Buyer shall terminate by delivery of a notice of termination specifying the extent of termination and the effective date. After receipt of a notice of termination, Seller shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the order or Purchase Agreement; and (iii) terminate all subcontracts to the extent they relate to work terminated. After termination, Seller shall turn over to Buyer all completed work and work in process, including all designs, drawings, specifications, and other documentation and material required or produced in connection with such work.

18. ACCESS - AUDIT

In order to assess Seller's work quality and compliance with the Purchase Agreement, Seller will permit Buyer, or any authorized representative of the Buyer, reasonable access to: (i) all locations where work is performed in connection with the products or services provided for in the Purchase Agreement, (ii) Seller's personnel and (iii) Seller's books and records relating to the Purchase Agreement or order(s). Seller will grant access to Buyer, and, at Buyer's request, provide

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copies of any document justifying Seller's compliance with the RoHS Directive, WEEE directive, REACH Directive, if applicable, and any other similar legislation, as may be amended /replaced from time to time.

19. CHOICE OF LAW

The Purchase Agreement shall in all respects be governed by and interpreted in accordance with the substantive law of the Netherlands, excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Litigation may be brought only in the competent courts in the Netherlands. The parties submit to the jurisdiction of said courts, and waive any defense of forum non-convenience.

20. ENTIRE AGREEMENT

The Purchase Agreement, with such documents as are expressly incorporated herein by reference, is intended by the parties as a final expression of their agreement with respect to such items as are included herein, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to determine the meaning of the agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. The invalidity, in whole or in part, of any of the paragraphs of the order or Purchase Agreement shall not affect the remainder of such paragraphs or any other paragraph of the order or Purchase Agreement.

21. NO PUBLICITY

Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for manufacture and assembly of products), or release any information concerning the order or Purchase Agreement or any part thereof or with respect to its business relationship with Buyer, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order, without Buyer's prior written consent.

22. OTHER TERMS

(a) The failure of Buyer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of Buyer thereafter to enforce each and every such provision. Any check or approval of drawings by Buyer will be for Seller's convenience and will not relieve Seller of its responsibility to meet all requirements of the order or Purchase Agreement. No claim or right arising out of a breach of the order or Purchase Agreement can be discharged in whole or part by a waiver of the claim or right unless the waiver is supported by consideration and is in writing signed by the aggrieved party.

(b) Any rights or remedies of Buyer set forth in the Purchase Agreement or order are not exclusive and Buyer also has all rights and remedies available under applicable law.

(c) Seller may not assign or subcontract its obligations without the prior written consent of Buyer, and if Seller attempts to do so, the assignment or subcontract will be void. Buyer in its sole discretion may assign its rights to its affiliates, subsidiaries, or to third party purchasers.

(d) Seller shall provide products and services as an independent contractor and not as Buyer's agent or employee.

(e) Buyer reserves the right to amend its purchase terms and conditions. The amended terms and conditions will apply to orders placed thirty (30) days after the notification of the amended terms and conditions to Seller.

23. DATA PRIVACY

A. Seller shall:

(a) comply with all applicable Data Privacy Laws;

(b) only collect, access, use, or share Buyer Personal Information, or transfer Buyer Personal Information to authorized third parties, in performance of its obligations under the Agreement and/or Order, in conformance with Buyer's instructions, or to comply with legal obligations. Seller will not make any secondary or other use (e.g., for the purpose of data mining) of Buyer Personal Information except (i) as expressly authorized in writing by Buyer in connection with Buyer's use of the Services, or (ii) as required by law;

(c) not share, transfer, disclose or provide access to Buyer Personal Information for any third party except to provide services under the Agreement and/or Order or as required by law. If Seller does share, transfer, disclose or provide access to Buyer Personal Information to a third party, it shall: (i) be responsible for the acts and omissions of any subcontractor or other third party, that processes (within the meaning of the applicable Data Privacy Laws) Buyer Personal Information on Supplier's behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Buyer Personal Information; (ii) ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Section; and (iii) only share, transfer, disclose or provide access to a third party to the extent that such conduct is compliant with applicable law;

(d) take commercially reasonable steps to ensure the reliability of Seller's Personnel who have access to the Buyer Personal Information and ensure that such access is on a need-to-know basis;

(e) provide such information, assistance and cooperation as Buyer or Buyer's Affiliates may reasonably require from time to time to establish Seller's compliance with Data Privacy Laws;

(f) provide Buyer with commercially reasonable assistance in (i) deleting the Buyer Personal Information upon request by the individual or legal representative; (ii) providing a privacy notice to individuals; and (iii) enabling individuals to opt-out;

(g) provide Buyer with the ability to purge Personal Information older than one year or such other time period agreed upon in writing by the Parties; and

(h) immediately advise Buyer in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding Buyer Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Buyer Personal Information; (iii) inquiry or complaint from one or more individuals relating to the collection, processing, use, or transfer of Buyer Personal Information; and (iv) any regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or

TERMS AND CONDITIONS OF PURCHASE

governmental process seeking Buyer Personal Information (collectively, "Data Privacy Matters"). If Seller learns of any such complaint, request, allegation, or inquiry, Seller shall provide assistance to Buyer, fully cooperate with Buyer in investigating the matter, including but not limited to, providing the relevant information to Buyer, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Buyer shall be responsible for communicating with individuals regarding their Buyer Personal Information in connection with such Data Privacy Matters unless Buyer authorizes Seller to do so on its behalf. Seller shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Buyer Personal Information required to comply with applicable law. Unless prevented by applicable law, Seller shall provide Buyer with advance written notice of any such Data Privacy Matters sufficient to allow Buyer to contest legal, regulatory, administrative, or other governmental processes.

B. Seller shall provide written notice to Buyer as soon as possible and, in no instance in more than 48 hours of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Buyer Personal Information of which it becomes aware (a "Security Breach"); thereafter shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a "Security Breach Notice") without the prior written consent of and prior written approval by Buyer of the content, media and timing of the Security Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Security Breach Notice. Where the Security Breach involves data elements that could lead to identity theft and is on the Seller's networks or systems or is the fault of the Seller, Seller will, at the request of Buyer pay for the costs of remediation, notification (including, where reasonably necessary, a call center), and provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.

C. Seller shall obtain the prior written consent of any and all natural persons from whom Seller collects Buyer Personal Information when required to do so by applicable Data Privacy Laws or as instructed by Buyer. In the event Seller shall provide to Buyer personal information protected by Data Privacy Laws, Seller shall ensure that such personal information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.

D. All Buyer Personal Information acquired by Seller shall be returned or destroyed (at the option of the applicable Buyer Affiliate), unless and to the extent that: (i) such Buyer Personal Information is required by Seller to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Seller shall

immediately destroy all Buyer Personal Information after termination or completion of the Order after waiting 30 days to allow Buyer to request return of Buyer Personal Information.

E. If this Purchase Agreement and/or Order involves the provision of Services where the Seller will (i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer Buyer Personal Information from any country in the European Economic Area or Switzerland (collectively, "EEA/CH") to outside the EEA/CH, then the Buyer and Seller agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2004/915/EC (hereinafter the "Controller Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. If this Purchase Agreement and/or Order involves the cross-border transfer of Buyer Personal Information from any country in the EEA/CH to outside the EEA/CH but the Seller will not act as a Controller, then the Buyer and Seller agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (hereinafter the "Processor Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. Notwithstanding the foregoing, Buyer and Seller agree that:

(a) The Model Clauses may be reformatted as a stand-alone document with the signatures to this Agreement and/or Order or the parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly.

(b) If either party seeks to register the Model Clauses with a regulator and the regulator rejects the registration, the parties shall work together to modify the exhibits to the Model Clauses to address the regulator's requirements.

(c) If any of the terms of the Model Clauses conflict with any terms of this Agreement and/or Order, the Model Clauses shall prevail.

(d) If Seller engages any subcontractors that will access Buyer Personal Information covered by the Model Clauses, the Seller shall ensure that transfers to the subcontractor comply with the Model Clauses.