

CONDITIONS OF PURCHASE OF THE TIBBETTS GROUP LTD

1. Relevant Regulations

- 1.1. The legal relationships between the Tibbetts Group Ltd and the Supplier are subject to the following terms and conditions and any other written agreements (post, email or fax). Changes and amendments must be made in writing. Contradictory terms of delivery shall only apply if expressly acknowledged in writing by our company. We hereby expressly object to any of the Supplier's notes or references as to the validity and applicability of his general terms and conditions. Apart from these Conditions of Purchase, the working with Tibbetts Document and other policies form part of the integral part of the agreement.
- 1.2. The set out Conditions of Purchase apply to all suppliers and sub-contracting suppliers to the Tibbetts Group Ltd of all goods and services.

2. Ordering and Order Confirmation

- 2.1. Contracts, orders, agreements or changes must be made in writing in order to be binding. The written form shall also be deemed complied with if an order is made by fax, email or data transmission (EDI, Web EDI). Signing on our part shall not be required. Deviations from agreements and our orders shall be effective only with our prior written approval.
- 2.2. Acceptance of our order must be confirmed in writing, with indication of our complete order data. If the Supplier fails to accept the order within 10 days as of receipt, we shall be entitled to cancel the order.
- 2.3. The Supplier shall be obligated to change the structure and design of the delivery item within the scope of what is reasonable. The effects, in particular as to extra costs and reduced costs, and the delivery dates must be mutually agreed.
- 2.4. Unless otherwise agreed, the Supplier's cost estimates shall be binding and free of charge.
- 2.5. The Supplier shall be obligated to provide the products stipulated against a given accepted purchase order only. The Tibbetts Group is not liable for other discussed quantities, such as forecasts or schedule data.

3. Delivery Dates / Delay in Delivery

- 3.1. The agreed-upon delivery dates and deadlines shall be binding. Delivery schedules are binding, unless the Supplier raises any objections within one week of receipt of said schedules. The date of receipt of the goods at the location specified in our order shall be decisive for compliance with the delivery date or deadline. If home delivery has not been agreed, the Supplier must provide the goods in due time by taking into account the usual time for loading and shipping. The Supplier shall be responsible for notifying the carrier specified in our order. If a carrier other than the one specified by us is commissioned without our prior approval, the Supplier must bear any extra costs incurred as a result.
- 3.2. If the Supplier realizes that they cannot comply with the agreed-upon deadlines for whatever reason, they must immediately notify us in writing.
- 3.3. Should the Supplier exceed the agreed-upon delivery dates and deadlines, they shall be deemed in default without a reminder being required, provided that a certain date has been directly or indirectly stipulated within the scope of such agreed-upon delivery dates or deadlines. In case of default we shall be entitled, after the expiry of a reasonable grace period set by us, to have the service owed by the Supplier rendered by a third party at the Supplier's cost and expense, or to rescind the contract, or to demand compensation for the damages incurred. The Supplier shall be obligated to reimburse us for any and all extra costs incurred as a result of delayed delivery.

3.4. In the event of a culpable deviation from the delivery and packaging provisions, or in the event of early delivery or excess delivery we shall be entitled to claim additional expenditure for logistics in form of liquidated damages in the amount of EUR 100.00 per part (notwithstanding our right to prove even higher damages in individual cases). The Supplier shall be entitled to prove in any event that we have not incurred any or that we have incurred less damage.

3.5. Acceptance of a delayed delivery or service does not imply waiver of such claims for damages.

4. Delivery / Shipping

4.1. Each shipment must be accompanied by a delivery note including our complete purchase order data.

4.2. Suppliers that have their registered office in the European Community or Turkey must also confirm the preferential status of the goods supplied to the buyer using a supplier declaration with the wording required by law; wherever possible this declaration should be a long-term supplier declaration. Supplier declarations that do not meet the legal requirements will not be recognized. Any relevant evidence must be procured and submitted by the Supplier without this being specifically requested. The Supplier shall bear any costs (e.g. customs duties) arising as a result of any failure to provide said evidence. The Supplier also undertakes to make verifiable statements regarding the commercial origin of the goods supplied (using ISO alpha-2 codes) and provide suitable evidence to support these statements if required.

4.3. The Supplier undertakes to inform the buyer immediately in writing in the event that any declaration of preferential status or commercial origin, or any part thereof, ceases to be valid or is subject to change.

4.4. Unless otherwise agreed in writing, deliveries shall be made to their destinations free of freight charges and packaging costs (DAP). In that case, the risk shall pass onto the buyer at the time of delivery at the agreed-upon destination.

5. Invoices / Payment Terms

5.1. When issuing invoices, the invoices must include our complete order data (Tibbetts Part Number, Order no., Delivery date, Delivery note no.). In case of noncompliance with this provision, the Supplier shall be responsible for any consequential delays in invoice processing and payment. Invoices must be submitted as specified in the order. We reserve the right to return invoices with incomplete or inaccurate order data or with inaccurate or incomplete billing address to the Supplier.

5.2. Unless otherwise agreed in writing, the supplier must indicate on all paperwork the correct commodity code (Tariff code) pre-agreed with the Tibbetts Group.

5.3. Unless otherwise agreed in writing payment shall be made by way of money transfer after 60 days net as of the day of receipt of the goods, but no earlier than as of receipt of the invoice.

5.4. In case of acceptance of early deliveries, maturity shall depend on the agreed-upon delivery date.

5.5. We reserve the right to verify and acknowledge deliveries and invoices. In case of faulty delivery we shall be entitled to retain payment in the amount of the outstanding delivery until proper fulfilment.

5.6. Without our prior written approval the Supplier shall not be entitled to assign the claims that they have against us or to have their receivables collected by third parties. Should the Supplier assign such claims to a third party without our approval, such assignment shall nevertheless be valid. We shall be free to decide, however, whether we will make payment with discharging effect to the Supplier or to such third party.

6. Supplier's Master Data

6.1. Prerequisites for entering into any business relationship with a Supplier are that the Supplier provides a DUNS number and any other information required during the registration process.

7. Force Majeure

- 7.1. Force majeure, wars, natural disasters, official measures (such as confiscation, ban on exports) and other unforeseeable, inevitable and serious events shall release the contractual parties from their duties for the duration of the disturbance and to the extent of their effect. The contractual parties shall be obligated to immediately provide all necessary information within the scope of what is reasonable and to adapt the obligations in good faith to the changed circumstances.
- 7.2. Should such event last longer than two months, the contractual parties may rescind the respective agreement (or the yet unfulfilled contractual obligations) or terminate the respective agreement without notice.

8. Notice of Defects

- 8.1. We shall promptly notify the Supplier in writing of any defects of delivery as soon as we become aware of such defects in our proper course of business, and the Supplier shall waive the defence of late notice of defects.

9. Defects of Quality

- 9.1. The supplier agrees that all products delivered are defect free.
- 9.2. All goods are warranted to be defect free for a period of 24 months after installation unless otherwise agreed in writing.
- 9.3. As regards quantity and quality, delivery must comply with the agreed-upon terms and conditions, the intended use, our quality requirements, the relevant environmental provisions.
- 9.4. In case of defects of delivery, including the absence of an agreed-upon property, the Supplier shall be obligated to either – at our own option and notwithstanding our other legal remedies –
 - 9.4.1. promptly remove the defect free of charge or
 - 9.4.2. deliver parts that are free of defects (incl. in each case the necessary expenses), or
 - 9.4.3. to grant a reasonable discount.

Should the Supplier be unable to do so, or should he fail to promptly comply with such obligation, we may rescind the contract and return the goods to the Supplier at latter's own risk and cost. Moreover, the Supplier shall perform reasonable analyses and corrections to remove the cause of the defect in order to prevent such defect from reoccurring. In urgent cases, we shall be entitled to remove or have the defects removed at the Supplier's cost and expense, notwithstanding our other claims. The costs incurred in this connection shall be borne by the Supplier.

- 9.5. Should the Supplier repeatedly deliver defective goods or should he repeatedly provide defective services, we shall be entitled, after a written warning, to rescind the contract even in respect of deliveries that have not yet been made if the Supplier continues to make defective deliveries or provide defective services.
- 9.6. In addition, the Supplier shall be obligated to reimburse any and all pertinent costs for repairs or for the replacement of defective goods (incl. transportation, handling, sorting, installation, demounting, material, and labour costs). For each handling of a warranty case, the Supplier shall be obligated – in insofar as he is responsible for the defect – to pay liquidated damages in the amount of EUR 100.00 per part (notwithstanding our right to claim higher damages in individual cases). The Supplier shall be entitled to prove in any event that we have not incurred any or that we have incurred less damage.
- 9.7. Should we assume any obligation vis-à-vis our customers in our capacity as supplier, which obligation would result in a longer or further liability for defects or warranty, the Supplier shall be obligated to have such regulation also apply for themselves after prior written notification and as of the time of such notification.

10. Liability

- 10.1. Unless otherwise agreed herein, the Supplier shall be obligated to pay for the damages, including any consequential damages, incurred directly or indirectly as a result of a defective delivery or for any other reasons attributable to the Supplier. In principle, liability for damages shall only apply if the Supplier, their representatives or their assistants and vicarious agents are responsible for the damage. Liability for damages shall be excluded in as far as we have effectively limited liability vis-à-vis our customer. We strive to agree on limitations of liability also for the benefit of the Supplier to the extent permitted by law.
- 10.2. If claims are asserted against us by third parties based on liability regardless of negligence or fault, the Supplier shall indemnify us against such liability if they are predominantly responsible for the damage.

11. Product Liability

- 11.1. If claims are asserted against us based on product liability, the Supplier shall undertake to indemnify us against such claims if and insofar as the damage was caused by a defective delivery item. In case of liability based on fault, this shall apply only in the event that the Supplier is at fault. The Supplier shall bear the full burden of proof insofar as he is responsible for the cause of the damage.
- 11.2. In such cases the Supplier shall be obligated to bear any and all costs and expenses, including the costs of litigation of the Conditions of Purchase for Production material.
- 11.3. In case of a product recall due to a defective product delivered by the Supplier, we shall notify the Supplier to give them the opportunity to agree with us on the procedure and performance of the recall, unless prior notification of the Supplier is impossible because of the urgency of the matter. The Supplier shall bear the cost of the recall if and insofar as such recall is the result of a defective item delivered by the Supplier.
- 11.4. The Supplier undertakes to take out the necessary product liability insurance. At our request, the Supplier must prove that they have taken out such insurance by submitting the insurance certificate.

12. Quality, Environment and Documentation

- 12.1. When making deliveries, the Supplier must comply with the generally accepted rules of technology and safety regulations as applicable from time to time. Insofar as we have provided the Supplier with drawings, samples or other provisions or documents, they shall comply therewith as regards the design and characteristics of the delivered item. Changes to the delivery item or to an already approved production process, or its relocation to a different place, require written notification in due time by the Supplier and our prior express written consent.
- 12.2. The following regulations shall apply for the delivery of production material. Changes to these regulations in individual cases must be made in writing.
- 12.3. The Supplier shall maintain or develop a quality management system in the version as required from the Tibbetts Group. Certificates from an accredited office or second-party certification and equal QM systems may be approved after prior review on our part. The Supplier shall send a copy of the current certificate to the Tibbetts Group and shall update said certificate after expiry of the validity date without being specifically requested to do so. The Supplier must promptly notify us if the certificate is revoked.
- 12.4. The supplier will allow regular quality audits by the Tibbetts Group or its representatives to all supplier sites and supplier sub-contracting partner sites at all times.
- 12.5. Regardless of a successful sampling, the Supplier must constantly check the quality of delivery items and must perform re-qualification tests on a regular basis. The contractual partners must keep each other informed of the possibilities of further quality improvement.

- 12.6. The Supplier shall comply with any applicable environmental protection laws and standards. Continuous improvement of operational environmental protection and the avoidance of environmental pollution shall be ensured systematically according to generally accepted rules.
- 12.7. When making deliveries to the European Union, the Supplier shall be obligated to comply with the requirements of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council dated 18 December 2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Products that do not fully comply with the requirements of REACH must not be supplied to us.
- 12.8. The Supplier shall obligate his subcontractors in accordance with the above provisions.

13. Industrial Property Rights (IPR)

- 13.1. The Supplier warrants that we will not infringe on any patents or industrial property rights (including IPR applications) or other copyrights by reselling the supplied products or by deploying or using them as contractually agreed. They shall indemnify us against any and all third-party claims resulting from the use or infringement of such rights.
- 13.2. The contractual partners shall be obligated to promptly notify each other of any infringement risks and alleged infringement cases they become aware of and to give each other the opportunity to amicably counter any such claims.
- 13.3. The supplier will be obliged to sign and agree the Tibbetts Group Non-Disclosure Agreement. If in any case the NDA is not signed, the supplier is bound by the Conditions of Purchase as set out in this document.

14. Retention of Title

- 14.1. We shall not accept or acknowledge any extended or prolonged retention of title by the Supplier. The agreement on such retention of title shall require separate written approval on our part.

15. Confidentiality

- 15.1. The contractual partners undertake to treat with confidentiality (as a business secret) any and all business and technical details that are not publicly known and that they become aware of within the scope of their business relationship.
- 15.2. Drawings, models, templates, samples, tools, appliances and similar items must not be surrendered or otherwise made accessible to unauthorized third parties. Duplication or reproduction of such items shall only be permitted within the scope of business requirements and copyright regulations.
- 15.3. The Supplier's subcontractors shall be obligated accordingly.
- 15.4. The contractual partners may advertise their business relationship or goods only with prior written approval.

16. Production material

- 16.1. Material, tools, samples, models, patterns, drawings and other production materials as well as confidential information provided to the Supplier or paid by us shall be and remain our property. . The Supplier undertakes to treat them as confidential and to use them for deliveries to third parties only with our prior written approval.

17. Code of conduct for suppliers

17.1. The Supplier shall observe the Tibbetts Group ethical policies when performing their deliveries and services. The Supplier will also require its subcontracted suppliers to comply with the ethical policies. The Tibbetts Group policies can be accessed at www.tibbettsgroup.com. If the Supplier culpably infringes these obligations then, without prejudice to other claims, the Tibbetts Group shall be entitled to withdraw from the contract or to terminate the contract.

18. General Provisions

18.1. Should one of the contractual partners stop making payments or should insolvency proceedings be instituted against their assets, the other contractual partner shall be entitled to rescind that portion of the agreement which has not yet been fulfilled.

18.2. If any of the provisions contained in these Terms and Conditions and other agreements is or becomes invalid, it shall not affect the validity of the remaining contract. The contractual partners shall be obligated to replace such invalid provision with a valid provision that best reflects the economic success of the invalid provision.

18.3. The place of performance for all deliveries shall be the plant indicated in the order.

18.4. Unless otherwise agreed, the laws and only the laws of the British Isles shall apply. Application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be excluded.

18.5. The place of jurisdiction shall be the plaintiff's place of business or any other competent court. These terms and conditions of purchasing are the basis of the supply relationship existing with you and shall apply to all of your deliveries and services with immediate effect.