

1. General / Scope of Validity.

- 1.1 These General Purchasing Terms and Conditions (hereafter referred to as "Terms") apply exclusively to all purchases of products, and services (hereafter collectively referred to as "Services") purchased by TÜV Rheinland affiliates in the United States and Canada (hereinafter referred to as TRNA). The order shall be deemed accepted by the Supplier upon the earlier of acceptance, confirmation, shipment or other performance. The Order is conditioned upon Supplier's complete acceptance of the Order without modifications or additions. TRNA does not recognize any terms and conditions of the Supplier unless specifically agreed to in a writing by an authorized representative of TRNA, no additional or different term or provision (except additional warranties given by Supplier) of any quotation, invoice, acknowledgment or other form supplied by Supplier shall become part of the Order notwithstanding TRNA's failure to object to such term or provision.
- 1.2 TRNA and the Supplier are referred to in these Terms each individually as a "Party" and collectively as the "Parties".
- 1.3 These Terms shall govern all purchases of Services and shall even apply if TRNA unconditionally accepts Services knowing that Supplier has contradictory terms and conditions.
- 1.4 Supplier shall not deliver Services to TRNA without the receipt of an authorized Purchase Order. TRNA reserves the right to withhold payment if no Purchase Order was issued prior to delivery of Services.

2. Scope of Services.

- 2.1. Supplier agrees to provide to TRNA and TRNA agrees to purchase from Supplier the Services identified in the relevant purchase order, work order or any other individual agreement between the Parties (each of which shall be referred to as an "Order").
- 2.2. The scope of the Services to be performed by Supplier shall be determined in accordance with the respective Order.
- 2.3. Supplier shall be responsible for the supervision, monitoring and inspection of the performance of Services, as well as for organizational integration into TRNA's operating process.
- 2.4. Supplier confirms that it has received detailed information on the nature and scope of the Services set forth in the Order and therefore Supplier shall have no claim for additional compensation as a result of its insufficient knowledge or information.
- 2.5. TRNA makes no warranties about quantities or number of Services to be purchased. Supplier shall have no right to indemnification for any loss arising from the difference between actual quantities or number of Services and those purchased in the past.

3. Delivery of Services, Packaging and Transportation; Title and Risk of Loss.

- 3.1. Services shall be delivered on the date and to the place set forth in the Order.
- 3.2. In the event that TRNA accepts short shipments or late deliveries, such acceptance shall in no way constitute a waiver of any of TRNA's rights.
- 3.3. Tangible Services must be properly packed and identified and must reach their destination by the most suitable means of transportation possible without any defects.
- 3.4. Supplier shall be liable for damages resulting from insufficient or inappropriate packaging or transportation.
- 3.5. TRNA shall be entitled to return the packaging material to Supplier.
- 3.6. The return of the packaging material shall be at the expense and risk of Supplier.
- 3.7. Title shall pass to TRNA upon acceptance of the goods
- 3.8. Notwithstanding any agreement to pay freight, express or other transportation charges, risk of loss or damages in transit shall be borne by Supplier.
- 3.9. When delivering tangible Services to TRNA, Supplier must state the name of the requester at TRNA and TRNA's order number on a label attached to the exterior of the packaging. In addition, Supplier must state the following information (if applicable) on a label attached to the exterior of the packaging:
- Brief description of the product;
 - Number of items per box or package;
 - Serial number of the product;
 - Weight of the box or package;
 - Country of origin;
 - Delivery or production date;
 - Name and address of Supplier;
 - All information required under national or international law.

4. Service Period and Delay.

- 4.1. Services by Supplier shall take place at the agreed time or within the agreed time frame set forth in the Order.
- 4.2. If within Supplier's responsibility Supplier does not provide the

Services before or at the time set forth in the Order, TRNA shall be entitled to contractual penalties in an amount equal to a quarter percent (0.25%) of the Order value for each day of delay. Such contractual penalty shall be limited to five percent (5%) of the Order value for every breach of contract by Supplier of Section 4.01. The contractual penalty shall be due immediately without any effect on any of TRNA's other legal remedies, including the right to demand performance of the Order or compensation from Supplier. The contractual penalty shall be offset against any claims for compensation by Supplier from TRNA.

- 4.3. As soon as Supplier knows or does not know in a grossly negligent manner that the delivery date for the Services cannot be met or will be delayed or that the Services will not be performed in accordance with the Order, Supplier must inform TRNA immediately in writing stating the reason for such delay. Without any waiver of TRNA's rights as a result of this breach of contract, the Parties then shall decide whether and how such breach can be cured to the satisfaction of TRNA.
- 4.4. Delivery dates set forth in any Order shall be binding upon the Parties. In the event that TRNA permits Supplier to perform Services hereunder after the specified date, such permission shall in no way constitute a waiver of any of TRNA's rights.
- 4.5. Notwithstanding the foregoing, Supplier shall inform TRNA in writing of the precise actual service date at least three (3) business days before the performance of the Services referencing to the respective order number ("Service Notice").
- 4.6. TRNA shall be entitled to request postponement of any service date within one (1) business day from receipt of a Service Notice. Any postponement by up to forty-eight (48) hours shall remain without any additional payment obligation upon TRNA.
- 4.7. In the event that TRNA requests postponement of any service date, Supplier shall assume risk of loss or damage, provide for adequate insurance coverage and segregate such Services in storage for the sole benefit of TRNA at no cost to TRNA.

5. Inspections of Services.

- 5.1. Acceptance of any Services by Supplier under an Order is prerequisite for TRNA's payment as set forth in Section 9.
- 5.2. TRNA shall inspect the Services after delivery for obvious or easily discernible defects prior to payment. Such inspections shall in no event constitute acceptance by TRNA or waiver by TRNA of any of its rights or remedies. Compliance of the Services with the respective Order shall be determined in accordance with the acceptance criteria set forth in the Order or any other specification provided to Supplier ("Acceptance Test").
- 5.3. Acceptance must be declared in writing to confirm the compliance of the Service with an Order. In the event of defects, TRNA shall provide a list of defects during inspection. Any defects that remain or are discovered after acceptance shall be corrected at no additional cost for TRNA in accordance with a schedule to be agreed upon by the Parties.
- 5.4. TRNA shall accept Services under any Order immediately after the transfer and/or successful completion of an Acceptance Test. Defects that do not or only insignificantly limit proper use, do not provide for TRNA to refuse acceptance. However, Supplier's obligation to correct such defects remains unaffected. Acceptance before the final correction of any significant defects shall remain at TRNA's sole discretion and in no way be held as a waiver to such corrections by Supplier.
- 5.5. If Supplier cannot correct any defect within reasonable time, TRNA may refuse acceptance in full or in part or revoke any previously given acceptance.
- 5.6. In the event that TRNA discovers a defect, TRNA shall notify Supplier of such defect within ten (10) business days:
- 5.6.1. from delivery, if a defect of such kind is obvious or easily discernible at the time of delivery;
- 5.6.2. from discovery, if the defect is only discovered at a later time, e.g. when unpacking, when installing, or at the time when the product is used for the first time.
- 5.7. If notice in accordance with Section 5.03 is given to Supplier, risk for the defective products shall remain with Supplier or revert upon its receipt of such notice.
- 5.8. Claims for defects that have been fraudulently concealed may be made and shall be honored by Supplier for a period of ten (10) years from the time of acceptance.
- 5.9. In addition, TRNA or its authorized representative may inspect any work provided by Supplier or its sub-suppliers in the performance of Services hereunder. Upon request by TRNA, Supplier must grant TRNA access to the premises where the goods are being produced or stored. It shall be obligated to provide TRNA with support as necessary during this inspection and to provide the necessary

documentation and information at its own expense.

6. Amendment Procedure.

- 6.1. If TRNA requests an amendment to an Order ("Amendment"), it must send a written amendment order ("Amendment Order") to Supplier. Supplier shall then submit a calculation of the price deviations caused by the Amendment together with any suggestions for modification of the Amendment Order. TRNA may decide at its sole discretion whether the suggested Amendments should be made. The Amendment shall be performed upon written notification from TRNA. If such notice is not given by TRNA, Supplier shall continue performing the Services as originally agreed.
- 6.2. Supplier must not make any Amendments to the Services without TRNA's prior written approval.

7. Title to Materials Provided by TRNA.

- 7.1. All materials, parts, containers and special packaging provided by TRNA shall remain the sole property of TRNA. Processing or alteration by Supplier shall be performed on behalf of TRNA.
- 7.2. In the event that goods owned by TRNA are processed together with any third party items not belonging to TRNA, TRNA shall acquire joint ownership of the new items in line with the ratio of the value of its item to the other processed items at the time of the processing. Supplier must inform any third party owner of such joint ownership and shall indemnify and hold TRNA harmless for any loss of such joint ownership created hereunder.
- 7.3. In the event that goods owned by TRNA are indivisibly comingled with other items not belonging to TRNA, TRNA shall acquire joint ownership of the new items in line with the ratio of the value of its item to the other processed items at the time of the mingling. If the mingling takes place in such a manner that Supplier's or any other third party's items are to be viewed as the main item after mixture, it is agreed that Supplier shall transfer proportional joint ownership to TRNA; Supplier shall store the sole or joint property on behalf of TRNA.

8. Cooperation.

- 8.1. The Parties shall cooperate in a trusting manner and shall inform each other immediately of deviations from an Order or if there are doubts relating to whether the manner of proceeding is correct.
- 8.2. If Supplier realizes that its own information and requirements are, without limitation, defective, incomplete, unclear, or infeasible, it must immediately inform TRNA thereabout and the consequences thereof.
- 8.3. The contractual partners shall each name a contact person for each other that shall be responsible for the performance of the contractual relationship on behalf of Supplier and TRNA, respectively.
- 8.4. A Party changing its contact person for the other Party shall inform the other Party of such change immediately in writing. Such change shall only take effect on the other Party once it has been given such notice of change of contact person.
- 8.5. The Parties shall agree at regular intervals on progress and hindrances in the performance of the agreement, in order to be able to intervene in directing the performance of the agreement.
- 8.6. TRNA and Supplier agree that the use of brands, logos, Supplier symbols or any other symbols relating to the respective other Party is not permitted.

9. Payment and Invoicing.

- 9.1. The agreed charge shall be set forth in the respective Order or in an individual agreement concluded between the Parties.
- 9.2. The charge in accordance with Section 9.1 shall include all additional costs, expenses and outlay by Supplier, unless any other arrangement is expressly made in an individual agreement. No extra charges of any kind shall be allowed without prior written consent by TRNA.
- 9.3. If reimbursement for travel and additional costs is agreed upon in an Order, reimbursement shall only be made upon provision of proof of such expenses by submission of sufficient receipts.
- 9.4. Invoicing must take place within ninety (90) days of completed delivery/service. Any invoice must be prepared in accordance with Section 9.9.
- 9.5. Invoices shall be sent to the address in the Order and shall include TRNA's references and a description of the Services invoiced, the unit prices, volumes delivered and such other information required by TRNA from time to time. TRNA reserves the right to suspend payment of any invoice which fails to comply with TRNA's requirements.
- 9.6. The Services performed are to be documented by attaching proof of performance to an invoice.

- 9.7. Unless otherwise agreed by the Parties, payment term is net sixty (60) days from the date of receipt of an invoice.
- 9.8. Payment shall be made by check, wire transfer or by any other means, at the sole discretion of TRNA.
- 9.9. If payment by TRNA is made within fourteen (14) calendar days from the receipt of the invoice by TRNA, TRNA shall be granted a discount of two percent (2%) upon the charge set forth in accordance with Section 9.1 and such discount shall be applied to the payment by TRNA.
- 9.10. Any invoice must meet all legal requirements of the IRS, as well as state the order number and the name of the individual at TRNA who requested the Services.
- 9.11. TRNA shall have a right to offsetting and retention in accordance with all applicable laws.

10. Warranties and Additional Remedies.

- 10.1. Supplier warrants and represents that the delivered Services will meet the specifications set forth in the respective Order and will comply with any purpose stated by either TRNA or Supplier.
- 10.2. The warranty provided under Section 10.1 shall remain in effect for a period of one (1) year from the date of delivery of the Services unless otherwise agreed upon in writing.
- 10.3. Supplier warrants and represents that the Services will meet any and all legal requirements and regulations in effect in the United States at the time delivery is made, as well as meet all safety, quality and environmental requirements which are the standard within the industry at the time delivery is made.
- 10.4. Supplier warrants and represents that Services will be performed in a timely manner, within the timeframe agreed upon, competently and professionally in accordance with the agreement and shall satisfy the strictest standards of the industry in question that are valid at the time of the service.
- 10.5. Supplier is aware that the timely performance of Services at a high level of quality is of utmost importance to TRNA.
- 10.6. TRNA shall be entitled to any and all legal claims in case of defects in the Services performed by Supplier. In the event any Services supplied hereunder do not conform to the warranties provided hereunder, then Supplier shall, at TRNA's sole option, and in addition to any other remedies available to TRNA hereunder, at law or in equity, (i) rectify such non-conformity at Supplier's sole expense (including any necessary expenses), or (ii) allow full credit for such non-conforming goods (including expenses paid by TRNA).
- 10.7. Supplier shall indemnify against and hold TRNA, its employees, agents, its affiliates and customers harmless from any loss, liability, expense or other detriment of any kind to the extent arising out of or in connection with Supplier's supplying TRNA with defective or non-conforming Services, the performance by Supplier, its Subcontractors (if approved by TRNA) or their respective employees, of its or their obligations, default of Supplier and its Subcontractors (if approved by TRNA), to which TRNA may be subjected by reason of any act or omission of Supplier or any of its Subcontractors (if approved by TRNA), employees, agents, invitees or licensees, except to the extent caused by the gross negligent act or willful act of TRNA.
- 10.8. The foregoing indemnity includes, but is not limited to, reasonable attorneys' fees including fees for enforcement or collection of this indemnity. For the purposes of this Section 10, any activities of Supplier, its Subcontractors (if approved by TRNA), licensees or invitees, or their respective employees, on or about TRNA's premises shall be deemed to be in connection with the supply of materials and Services hereunder, whether or not such activities are actually within the scope of their agency or employment.
- 10.9. TRNA shall be entitled to request from Supplier a directly enforceable, unconditional and irrevocable guarantee from a major U.S. bank or a major international bank, approved by TRNA, at the expense of Supplier, totaling five percent (5%) of the Order value in order to ensure strict adherence to Supplier's warranty obligations.
- 10.10. Supplier warrants and represents that upon request it shall support TRNA with regard to all of TRNA's requirements in connection with the internal auditing of TRNA and in order to adhere to national or international laws without limitation and at no additional cost to TRNA.
- 10.11. If Supplier delivers goods for which replacement parts and/or consumable items could be needed, Supplier guarantees that it is in a position to supply replacement parts and consumable items for these goods for a period of at least five (5) years.
- 10.12. Supplier warrants and represents (a) that it is legally authorized to sell, deliver and/or to perform the Services, (b) that any materials are merchantable and fit for the purpose contemplated by TRNA, (c) that any materials are new and conform to all specifications, including performance specifications, required by TRNA or stated by Supplier, (d) that such materials shall be free from defective materials and

- workmanship, (e) that the use or sale of the materials shall not infringe any third party patent or other intellectual property right (provided, that Supplier does not warrant against infringement by reason of the use of the materials in combination with other materials or in the operation of any process, except to the extent such use or operation is under the instruction of Supplier) (f) Materials shall be produced, sold and delivered in compliance with all applicable local, state and Federal laws, rules, regulations, and (g) that the Services provided shall be performed in a good and workmanlike manner so that such finished Services shall be complete, free from faults and defects and in conformity with the following: (i) all accepted standards and practices customarily provided by an experienced and professional organization rendering the same or similar Services, (ii) any guaranty, specifications or standards provided to Supplier by TRNA, and (iii) all applicable laws and regulations.
- 10.13. The foregoing warranties of workmanship shall not apply when the failure is due to ordinary wear and tear, provided that the same shall not be caused, in whole or in part, by the negligence of Supplier or its personnel or Subcontractors (if approved by TRNA).
- 11. Limitation of Liability and Statute of Limitations**
- 11.1. IN NO EVENT SHALL TRNA BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TRNA'S LIABILITY OF ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE ORDER OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. TRNA SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF TRNA AS TO THE ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
- 12. Intellectual Property Rights.**
- 12.1. All work results in connection with Services by Supplier's activity under any Order, also including, but not limited to, further developments and improvements of processes and methods developed by TRNA, shall be the exclusive property of TRNA.
- 12.2. Supplier grants TRNA a perpetual, non-exclusive, transferable, free, irrevocable, worldwide right of use.
- 12.3. If any work results are capable of being protected, Supplier will assist TRNA in obtaining or maintaining United States and foreign patents, copyrights, trade secret protection or other protection of any and all such work results.
- 12.4. Supplier is not entitled to claim any compensation from TRNA for TRNA's right of use. Any such compensation shall have been already settled with the payment agreed upon in the Order for such Services.
- 12.5. Supplier warrants and represents that any goods that it delivers are its own original developments or have been legally acquired and that its Services do not breach any intellectual property rights whatsoever or any other third party rights.
- 12.6. Supplier shall indemnify and hold TRNA harmless against any third party claims for breach of intellectual property rights, including trademark, patent, and copyrights, and shall also compensate TRNA for any damages that it incurs in the form of damages or expenses, including, but not limited to reasonable attorneys' fees including fees for enforcement or collection of this indemnity.
- 12.7. If a claim is made in accordance with Section 12.6 or TRNA is justified in assuming that a claim shall be made in the future, Supplier must ensure at its own expense that either Supplier or TRNA obtains the rights to continue to use and exploit the Services performed or replace or modify the Services in such a way that there is no longer a breach in place, although the Service replaced or modified in this way must be approved by TRNA.
- 13. Performance of Services.**
- 13.1. For Services performed by Supplier on site on TRNA's premises or (virtually) from another location by any electronic means for TRNA or its customers, the following additional terms and conditions shall apply:
- 13.2. During the performance of these Services, the employees, contractors, or advisors ("Staff") of Supplier must meet the requirements of TRNA for any third party staff, and if there exist no such requirements at the time of performance of Service, Staff must meet the general requirements for professional competence and expertise in the sector in question. If the Staff is insufficiently qualified for the performance of the Services, TRNA shall have the right to require the removal of this Staff immediately and Supplier shall be obligated to replace such Staff immediately.
- 13.3. Supplier must provide all materials and equipment, including, but not limited to tools, as are required for performance of the Services.
- 13.4. TRNA shall be entitled to perform an inspection of the materials and equipment used by Supplier for the performance of the Services and to determine the identity of the entire Staff employed by Supplier in the fulfillment of the Services. Supplier warrants and represents that the entire Staff is in a position to identify itself at any time with identification documents.
- 13.5. If, when inspecting the materials and equipment used by Supplier for the performance of the Services, TRNA justifiably rejects these either in part or in full, Supplier shall be obligated to replace the rejected materials and equipment immediately.
- 13.6. If Services are performed on TRNA's premises or on the premises of TRNA's customers, Supplier must familiarize itself in advance with the site and its conditions where Services are to be performed. Supplier shall bare any costs incurred as result of Supplier's failure to properly inspect the site prior to performance of Services.
- 13.7. TRNA shall be entitled to equip the Staff of Supplier with the necessary identification required for access for the time it shall spend on TRNA's premises or its customer's premises in accordance with the relevant internal policies in effect at time of such access.
- 13.8. Supplier must ensure that its presence and the presence of its Staff on TRNA's premises or its customer's premises impede the uninterrupted working processes of TRNA and of third parties to the smallest extent possible.
- 13.9. Supplier and its Staff must familiarize themselves with the content of the regulations and policies for TRNA's premises or those of its customer. This shall also include among other things the regulations and policies on IT security, general conduct, general safety, health, and the environment. Supplier shall ensure that its Staff adheres to the regulations and policies listed under this Section 13.
- 13.10. Supplier shall ensure that TRNA may have the Staff and any subcontractors working on behalf of Supplier (if approved by TRNA) sign individual adherence declarations.
- 13.11. Supplier shall be solely responsible for the compensation of its Staff, as well as for the withholdings of taxes and social security connected with such employment. Supplier shall indemnify TRNA at all times with regard to receivables of this kind on the part of third parties as a result of unpaid or insufficient payment of wages, taxes, or other contributions by Supplier.
- 13.12. Insofar as is necessary, Supplier shall ensure that its Staff have valid work and residence permits, as well as all other necessary permits or licenses when they are working on the premises of TRNA or its customers.
- 14. Storage and Return of Documentation.**
- 14.1. Supplier shall be obligated to properly store all business and operational documentation with which it is provided and must ensure that such documentation is not disclosed to any third parties without TRNA's prior written consent. Any such documentation made available to Supplier must be returned to TRNA immediately upon request; upon termination of the contractual relationship, it must be returned to TRNA immediately without explicit request from TRNA.
- 14.2. Supplier shall have no right of retention of documentation as further set forth in Section 14.1.
- 15. Meet or Release for Materials.**
- 15.1. If at any time TRNA receives from a third party an offer to supply a product of similar nature and quality to any Services under similar terms and conditions except at a lower price than that in an Order, TRNA shall provide Supplier with a written request for Supplier to adjust its price to meet such offer, whereupon Supplier shall notify TRNA within seven (7) days from receipt of such request as to whether Supplier will meet such lower price. If Supplier fails to agree to meet such lower price within such period, TRNA may, at its sole discretion, cancel any outstanding Order and purchase such offered quantity of product from such third party provider at their lower price.
- 16. Subcontractors.**
- 16.1. The awarding of subcontracts to third parties ("Subcontractors") is not permitted unless expressly agreed otherwise in an individual agreement. Supplier shall provide a list of the Subcontractors (including appropriate contact information) to be used to perform any Services.
- 17. Liability.**
- 17.1. Supplier, its successors, assigns and legal representatives, shall forever protect, indemnify and hold harmless TRNA, its affiliates, contractors, agents, resuppliers, and customers against all claims, suits, judgments, court costs, attorney's fees and other liabilities, demands or losses in any manner arising out of alleged infringement

- of any patent, copyright or trademark rights because of the possession, use or sale of the Services provided, provided that TRNA shall notify Supplier as soon as reasonably possible after TRNA receives notice of any such claim. Supplier shall have the right to be represented in the defense thereof by counsel of its own choice and at its own expense. TRNA, its affiliates, contractors, agents, re-supplier, and customers shall have a free and unrestricted right and license to use Services in any and all ways and under all patents in or under which Supplier may now or hereafter have an interest.
- 17.2. Supplier shall procure commercial general liability insurance covering the Services, and extended to cover: (a) contractual liability assumed by Supplier under the indemnity provisions of these Terms; (b) if any of the Services are subcontracted, independent contractors liability providing coverage in connection with such portion of the Services which may be subcontracted; (c) broad form property damage liability, (d) severability of interest provision, (e) worker's comp , and (f) personal injury. However, TRNA's claims shall not be limited by the coverage of any of such insurances and procurement of insurance by Supplier shall not establish release from its own liability.
- 17.3. Upon request by TRNA, Supplier or insurance provider shall provide TRNA with a certificate of insurance within ten (10) days evidencing compliance with the above requirements, and such certificate shall name TRNA as an additional insured.
- 18. Confidentiality.**
- 18.1. "Confidential information" as used in these Terms shall mean, without limitation, all information, documents, images, diagrams, expertise, data, samples, and project documentation surrendered, transferred or otherwise disclosed by TRNA to Supplier in paper, electronic or any other form during any Order or any individual agreement between TRNA and Supplier.
- 18.2. All Confidential Information that is transmitted or otherwise made available by TRNA to Supplier:
- 18.2.1. may only be used by Supplier for the fulfillment of its contractual obligations to TRNA, unless otherwise agreed upon in writing between the Parties;
- 18.2.2. may not be duplicated, distributed, published or passed on in any other way by Supplier;
- 18.2.3. must be treated in a confidential manner by Supplier, in the same way that Supplier also treats its own confidential information, in any case at least not less carefully than in accordance with the objectively necessary level of care.
- 18.3. Supplier shall only make disclosed information accessible to such Staff who require such access for the performance of Services under any Order. Supplier shall ensure that these Staff enter into a written agreement with terms not less favorable than the terms in this Section 18 obligating each such Staff to maintain confidentiality.
- 18.4. The obligation listed in Section 18.2 shall not apply to any confidential information if Supplier is able to prove that:
- 18.4.1. Confidential Information was already generally known at the time of publication or became known to the general public without any breach of this agreement; or
- 18.4.2. Supplier received Confidential Information from an authorized third party, who was entitled to pass on such Confidential Information to Supplier; or
- 18.4.3. Supplier developed the Confidential Information independently irrespective of transmission from TRNA and has informed TRNA immediately upon receipt from TRNA.
- 18.5. Confidential Information shall remain the sole property of TRNA.
- 18.6. Supplier agrees that it shall, at any time upon request by TRNA, however, at the latest and without a separate request from TRNA after the end of an Order or any individual agreement immediately (i) return all Confidential Information, including all copies of this to TRNA or at TRNA's request (ii) destroy the Confidential Information, including all copies thereof, and confirm its destruction to TRNA in writing.
- 18.7. This confidentiality obligation shall enter into force after the commissioning of Supplier by TRNA or upon conclusion of an individual agreement between TRNA and Supplier.
- 18.8. Supplier shall keep strictly secret the Confidential Information for a period of 5 years from the completion or termination of the last Order and shall not make Confidential Information available to any third party and shall not exploit Confidential Information itself.
- 18.9. The confidentiality obligations in this Section 18 shall not result in any express or implied assignment or granting of authorizations or rights to patents, registered designs, design patents, draft applications, copyrights, templates or trademarks or their utilization by TRNA to Supplier.
- 18.10. Supplier shall be obligated to pay a contractual penalty of USD 100,000.00 for each case of breach of the confidentiality obligations
- in this Section 19.
- 18.11. Each individual violation shall be considered a separate breach. The defense of continuation of offence is excluded. In case of ongoing breaches, each week that is begun shall be considered an individual breach.
- 18.12. The right to make a claim for further compensation for damages is expressly reserved. The contractual penalty, however, shall be offset against any claims for compensation for damages.
- 19. Data Protection.**
- 19.1. Supplier must adhere at all times to all data protection regulations and laws applicable in TRNA's, and Supplier's jurisdiction as well as in the jurisdiction where delivery of the Services shall occur.
- 20. Right to Termination.**
- 20.1. Each Party may terminate an Order, in whole or in part, and at each Party's sole discretion, in the event the other Party violates any provision of an Order. If however, termination is due to Supplier's breach of any condition hereof, including breach of warranty, or by the Companies delay, except due to consideration beyond the Supplier's control and without Supplier's fault or negligence, Supplier shall not be entitled to any claim of costs, and TRNA shall have against Supplier all remedies provided herein, by law and in equity.
- 20.2. TRNA may terminate an Order without notice period if Supplier (i) terminates or suspends its business; (ii) becomes insolvent, insolvency proceedings are initiated against it, or if corresponding procedural applications were rejected because of a lack of volume to cover the costs.
- 20.3. Notice of Termination must be given in writing in order to be effective.
- 21. Export Control.**
- 21.1. Supplier warrants and represents that the Services comply with all applicable export control laws and regulations of the United States of America, the United Nations, and the European Union.
- 22. Compliance with Laws.**
- 22.1. The Supplier warrants that it is in compliance with all applicable federal, state and local laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, sale and transportation of the Products, and provision of the Services. In no event shall either party be obligated under this order to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable to it. (b) The Supplier represents and warrants that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act (all the foregoing referred to as the "Anti-Corruption Laws").
- 23. Supplier Standards of Conduct.**
- 23.1. TRNA is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers are expected to act in a manner consistent with the ethical and professional standards of TNRA as described in the TNRA Supplier Standards of Conduct, (which are available upon request), including prompt reporting of unlawful, fraudulent or unethical conduct. TNRA has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the TRNA Business Ethics Line at +1 646-469-8848, available twenty-four (24) hours a day, seven (7) days a week (the charges can be reversed) Vendor should use the Ethics Line only to make a good faith claim. TRNA takes all allegations seriously.
- 24. Force Majeure.**
- 24.1. Neither Party shall be liable for any delay or failure to deliver or accept any or all of the Services where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance, or other event beyond such Party's control ("Force Majeure"). Where only a portion of Supplier's capacity to perform is so impaired, Supplier shall make a fair allocation of its remaining production among the various customers then under contract for similar Services during the period. If this Order is for Services to be used in the ordinary course of TRNA's business, TRNA may at its sole discretion delete any undelivered Services from this Order or appropriately extend the time for performance of this Order.
- 25. Jurisdiction, Applicable Law and Arbitration.**
- 25.1. Any and all disputes or matters arising out of or relating to an Order, including, without limitation, its validity, interpretation, construction, performance, and enforcement, shall be governed by, the internal

laws of the State of Connecticut without reference to its principles of conflict of laws.

- 25.2. UN Convention on Contracts for the International Sale of Goods shall not apply.
- 25.3. The exclusive place of jurisdiction for all disputes that arise as a result of this contractual relationship between Supplier and TRNA shall be Connecticut, USA. TRNA may, however, also file a claim against Supplier at any other court that has jurisdiction over Supplier.
- 25.4 Any and all disputes or matters arising out of or relating to an Order may, at the sole discretion of TRNA be submitted for arbitration. It shall also be in the sole discretion of TRNA to select the number of arbitrators and the manner of arbitration, which shall be binding arbitration in accordance with the then current rules and procedures of the American Arbitration Association (AAA) before a panel of three (3) arbitrators selected in accordance with those rules. The arbitrators are to apply Connecticut law, without regard to its choice of law principles. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction. Each Party shall submit to any court of competent jurisdiction for the purposes of the enforcement of any award, order or judgment.

26. Waiver and Notices.

- 26.1. A waiver will be effective only if in writing and signed by TRNA and will be limited to the matter described therein; no such waiver will be or be deemed a waiver of any other, similar, prior, continuing or subsequent matter. Any notice, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid or delivered by overnight courier service with tracking capabilities to the respective addresses of the parties as set forth in this Order (or such other addresses a Party may designate by three (3) prior days written notice.
- 26.2. Any failure by a Party to enforce any provision herein or right or remedy available to it on any one occasion shall not be construed as a waiver on any other occasion.

27. Miscellaneous.

- 27.1. No addition to or modification of any provision of these Terms shall be binding upon any Party unless made in writing and signed by all Parties.
- 27.2. Addition to or modification of these Terms including this any amendment to this Section 27.2 must be made in writing and signed by all Parties.
- 27.3. If any term or other provision of these Terms is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of these Terms shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by these Terms is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by these Terms be consummated as originally contemplated to the fullest extent possible.
- 27.4. Headings included herein are for convenience only and shall not be used to interpret or construe this Order.