



GENERAL PROVISIONS OF PURCHASE

1. SCOPE

1.1 These General Provisions of Purchase are incorporated into and made a part of each order made by Buyer to Supplier ("Order"). They shall exclusively apply to all purchases of goods, products, hardware ("Products"), and the procurement of works and services ("Services") by Mynaric USA, Inc., Mynaric AG, or Mynaric Lasercom GmbH ("Buyer").

1.2 General terms and conditions of the Supplier and/or its suppliers shall not apply, even without Buyer's express objection or without Buyer objecting each time these general terms and conditions are presented.

1.3 Affiliate companies shall mean any person or entity directly or indirectly controlled or under common control by Buyer. For this purpose, "control" means holding more than 50% of the voting rights or shares, or the right to appoint more than 50% of the directors, or the ability to control the management or affairs of the business ("Affiliated Companies") directly or indirectly. Buyer and its Affiliated Companies may place Orders or be the recipient of goods or services in an order. Buyer shall be entitled to pursue claims of Affiliates in connection with an Order against the Supplier. Buyer may assign an Order to an Affiliate without Supplier's approval.

2. PRINCIPLES OF PERFORMANCE

2.1 Supplier shall have an effective quality management system and perform each Order using state of the art methods and technology, general process descriptions and industry standards (e.g., ITIL, DIN) and agreed guidelines, methods and codes of practice utilized by Buyer.

2.2 Supplier shall only use knowledgeable and qualified staff and an established process and tools of which Supplier knows their fitness for the particular purpose.

2.3 Acceptance of the Orders made by Buyer shall occur following complete performance and successful testing, any time after the delivery date set forth in the Order, unless any claim is raised by Buyer.

3. ACCEPTANCE PRINCIPLES

3.1 The Supplier shall ensure that the subject of the order is complete, that it complies with the requirements agreed in the Order, and that it contains all functionalities set forth in the Order and in the specifications; otherwise, Buyer shall not be required to declare acceptance.

3.2 Unless agreed otherwise in writing, the acceptance test shall take place on the premises of Buyer or its agents or subcontractors where the subject of the Order is being utilized.

3.3 Buyer shall declare acceptance in writing after performing the acceptance test, if the subject of the Order is complete, conforms to the Order, and only has immaterial defects.

3.4 Upon acceptance, the title and the agreed intellectual property rights in and to the subject of the Order shall vest in Buyer. Acceptance requires signature of the acceptance certificate and the acceptance protocol for the entire subject of the Order by Buyer.

3.5 In case acceptance has been refused due to material defects, Buyer shall be required to declare acceptance only if the Supplier proves that any defects discovered have been cured.

3.6 In case Buyer accepts the Products or Services despite any defects discovered, the Supplier shall promptly cure these defects, even if Buyer has not expressed a conditional acceptance with respect thereto. Buyer will not refuse to declare acceptance if there are only immaterial defects.



The Supplier, however, shall cure such immaterial defects within a reasonable time frame.

3.7 If Buyer does not accept the Products or Services due to material defects, the Supplier shall promptly cure such defects and offer the subject of the Order for acceptance again by observing any dates and deadlines previously agreed. Supplier is not entitled to an extension of dates or deadlines during a cure period unless otherwise agreed by Buyer.

3.8 Unless otherwise agreed in writing, there shall be no partial acceptance of Products or Services.

3.9 The statute of limitations for any warranty claims shall accrue upon complete acceptance of the subject of the Order. The date of acceptance shall be the date of signature of the acceptance protocol by Buyer.

4. CHANGE REQUEST PROCEDURE

4.1 Buyer may at any time and without notice to third parties, including sureties (if any), by written instructions from Buyer's Representative to Supplier, unilaterally make changes to these terms and conditions and/or in the Services to be performed or the Items to be furnished hereunder in any one or more of the following:

- (1) drawings, designs or specifications;
- (2) method of shipment or packing;
- (3) time and/or place of delivery, inspection, or acceptance;
- (4) the quantity of Items ordered or Services to be performed;
- (5) the statement of work;
- (6) method or manner of performance of the work; and,
- (7) property, facilities, equipment, or materials, to be provided under this Order.

4.2 During performance of this Order, Supplier shall not make any changes in the Products and/or Services to be performed or in the design of Products or manufacturing of Products to be furnished by Supplier under this Order, including any changes to the process, manufacturing location, or use of suppliers, without advance notification to and written approval of Buyer. Products or Services that have changed without prior notification and consent shall be nonconforming Products or Services under this Order. Changes shall not be binding upon Buyer, except when confirmed in writing by Buyer. The issuance of information, advice, approvals or instructions by Buyer's technical personnel or other representative shall be deemed expressions of personal opinion only and shall not affect Buyer's and Supplier's rights and obligations hereunder, unless the same is in writing signed by Buyer and which expressly states that it constitutes an amendment to this Order. If Supplier considers that Buyer's conduct constitutes a change, Supplier shall notify Buyer immediately in writing as to the nature of such conduct and its effect upon Supplier's performance.

4.3 If any written change under this Article causes an increase or decrease in the estimated costs or the time required for performance of the Order, an equitable adjustment to the Order price and/or delivery schedule may be made, and the Order modified in writing accordingly. Any equitable adjustment in price to which Supplier may be entitled as a result of an increase in the quantity of Items or Services ordered shall not exceed the unit price established for such Items or Services herein.

4.4 Any claim by Supplier for adjustment must be asserted to Buyer within fifteen (15) days from date of Buyer issued change order. Supplier's claim for adjustment must be submitted in writing in the form of a complete change proposal, fully supported by factual information to Buyer's Representative within thirty (30) days from the date Buyer issued the change order. Buyer may, in its sole discretion, consider any such claim regardless of when asserted, except that no claim for equitable adjustment shall be allowed after final payment.

4.5 If Buyer and Supplier are unable to agree upon an equitable adjustment in the event of any change directed by Buyer, the matter will be resolved in accordance with the disputes provisions of clause 13. Nothing contained herein, including failure of the Parties to agree upon any equitable adjustment to be made under this Article, shall excuse Supplier from proceeding without delay with the Order as changed by Buyer's written direction.

4.6 Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Supplier's claim or any part thereof, nor be deemed to limit or in any way to restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.

5. Delivery

5.1 Delivery time is of the essence and shall be in strict compliance with the schedule and quantities stated in the Order. Products and Services contained in the Order shall be delivered to the location specified in the Order according to the applicable Incoterm.

5.2 If Supplier encounters or anticipates difficulty in meeting the delivery schedule specified on the Order, Supplier shall immediately notify Buyer in writing, giving pertinent details, the reasons for the delay, the actions being taken to overcome or minimize the delay, and provide Buyer with a written recovery schedule, provided however that such data shall be for informational purposes only and shall not be construed as a waiver by Buyer of any delivery schedule, date, of any rights, or remedies provided by law and/or the Order.

5.3 In case Supplier fails to meet its scheduled delivery dates and Buyer calls for expedited shipments to avoid or minimize delay to the maximum extent possible, Supplier will pay the associated additional costs. Unless otherwise agreed by Buyer, Supplier shall compensate Buyer by way of damages in the event that there is delay in the delivery of Products and/or Services. The compensation payable shall be calculated by the number of calendar days (or part thereof) by which the delivery is late and by the amount of half one per cent (0,5%) of the value of the concerned Products and/or Services per delayed calendar day, unless otherwise agreed between Buyer and Supplier. Supplier agrees that the compensation payable to Buyer is a genuine pre-estimate of the loss suffered by Buyer due to the late delivery of the goods and/or late performance of services.

5.4 Except in case of a reservation of ownership clause expressly accepted and signed by the Buyer, ownership of the Products will be transferred upon acceptance of the Order by the Supplier or as and when they are manufactured or created.

5.5 When the Order includes Products, or hardware to be delivered hereunder it shall be packaged by the Supplier to ensure safe arrival at their destination, to secure the best transportation means and to comply with the applicable local laws and with requirements of common carriers. Supplier shall ensure that Products and hardware are shipped with the documents in compliance with all applicable standards and regulations at the date of delivery, the certificate of conformity in compliance with Buyer's instruction, the necessary documentation for the proper use, storage and maintenance thereof, shipping memos or packing list, and more generally any document required by Buyer.

5.6 Supplier shall maintain at all times (in written or recorded form) an effective system for the traceability of the Products including, without limitation, technical means which enable to identify the relevant manufacturer and batch number of the said Products and undertakes to provide Buyer with all such information.

6. RIGHT TO AUDIT



6.1 Buyer or its representatives, upon reasonable advance written notice, shall be entitled to audit, at its own cost and expense, the relevant books and records of the Supplier during normal business hours to confirm Supplier's compliance with the terms and conditions of the Order. This clause must be flowed down to Supplier's subcontractor(s), if any, performing under the Order.

7. PRICES, INVOICING AND PAYMENT:

7.1 Unless otherwise specified in the Order, prices are fixed and firm. Unless otherwise agreed in the Order, no charges will be allowed for packing, crating, drayage or storage. Any price reduction after placement of the Order but prior to payment shall apply to the Order.

7.2 Payment shall be made in accordance with the Order. Buyer shall pay Supplier, upon the submission of proper invoices the prices stipulated in the Order for Products delivered and accepted or Services rendered and accepted, less any deductions provided in this Order.

7.3 The invoice payment period shall be Thirty (30) calendar days from Buyer's receipt of an undisputed invoice.

7.4 Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer, Buyer's Customer, or Supplier not to have been properly payable. Supplier shall promptly notify Buyer of any overpayments and remit the overpayment amount to Buyer along with a description of the overpayment, including the circumstances of the overpayment, affected Order and delivery order number if applicable, and affected Order line item or subline item if applicable. Buyer, and any affiliate of Buyer, may withhold, deduct, and/or setoff all money due, or which may become due, from Buyer or any affiliate of Buyer, arising out of Supplier's performance under this Order or any other transaction Buyer and its affiliates may have with Supplier

8. WARRANTY CLAIMS

8.1 Notwithstanding inspection or acceptance or both by Buyer of the Products and/or Services delivered and in addition to any rights, conditions and warranties implied by law, the Supplier warrants that all Products and/or Services delivered shall:

- a) be free from any defects in design, material, and workmanship; and
- b) conform to the descriptions in this Order or to any samples, specifications, drawings or other descriptions furnished or adopted by Buyer. The Supplier shall, at its own expense, replace any Products and/or Services which do not comply with the above warranties.

8.2 The statute of limitation for any warranty claims shall be as provided by applicable law. Notwithstanding the foregoing, the statute of limitation for defective title shall be two years after the end of the year in which the claim has accrued and Buyer has obtained actual knowledge or should have obtained actual knowledge without gross negligence of the claim and the rightful claimant. The statute of limitations is tolled by a notice of defect by Buyer.

9. MANUFACTURER'S WARRANTY

9.1 The Supplier shall pass on to Buyer any warranty given by the manufacturer of any parts embedded or included in the Products sold to Buyer. The Supplier shall deliver the warranty certificate and the warranty terms and conditions upon delivery of the Product.

9.2 Buyer shall be entitled to enforce any manufacturer's warranty claim either directly against the manufacturer or through the Supplier. The Supplier shall recognize the warranty terms and conditions of the manufacturer insofar as the statute of limitations for warranty claims against the Supplier shall be tolled while the manufacturer is in the process of examining and resolving a defect.

10. INFRINGEMENT

10.1 In case any third party asserts a claim because the subject matter of an order infringes any third party's rights, Supplier shall indemnify and defend Buyer from and against any claims at its own expense. Buyer shall promptly inform the Supplier about any claims made by any third party and shall provide, upon request, any information and documents available. If the Supplier fails to properly defend Buyer, in whole or in part, against such claims, Buyer reserves the right to take any defense measures at Supplier's cost, if the Supplier fails to take appropriate defense measures within a reasonable time set therefor by Buyer.

10.2 If the subject of an order is infringing any third party's rights, the Supplier may, in its sole discretion, modify or replace the subject so it is not infringing, and its agreed functionality is not unreasonably reduced or obtain for Buyer the right to continue using the subject. Any expenses of Buyer related thereto shall be borne by the Supplier.

11. DEFAULT

11.1 If the Supplier is in breach of its obligation under the Order, Supplier agrees to pay a fee for each calendar day that performance of the Order is late up to a maximum of 5% of the value of the Order in breached, unless the Supplier is not liable for such breach.

11.2 Supplier may not assert as a defense that a breach has previously occurred and is continuing (Einrede des Fortsetzungszusammenhangs/Objection of continuation of contract.) Further claims by Buyer shall remain unaffected thereby; in any case the Supplier shall not be released from performance of the Order. Buyer reserves the right to claim the per diem fee until the Order has been completely performed. Any fee actually paid under this section shall be applied towards any claim for damages.

12. LIABILITY

12.1 LIMITATION OF LIABILITY

IN NO EVENT SHALL THE BUYER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE ORDER, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS ORDER, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF BUYER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE AGREEMENT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY BUYER HAS TO THE SUPPLIER.

13. APPLICABLE LAW AND DISPUTES:

13.1 The validity and performance of the Order and any related Order shall be governed by and construed in accordance with the laws of the jurisdiction in which Buyer's facility receiving the Order is located.

13.2 The Parties agree that in the event of any dispute arising from the Order, they will endeavor to reach an amicable settlement. Failing to reach such dispute resolution, jurisdiction and venue of any suit between the Parties hereto arising out of or connected with this Order or the Products and/or Services furnished hereunder, shall lie only in the competent courts in which such Buyer's facility is located. Until final resolution of any dispute hereunder,



Supplier shall diligently proceed with performance of this Order as directed by Buyer. Buyer and Supplier shall each bear its own costs of processing any dispute hereunder.

13.3 Seller shall proceed diligently with the performance of work, including the delivery of Products and/or Services in accordance with Buyer's direction. Upon resolution of the dispute, the Order shall be equitably adjusted, if necessary, to reflect such resolution.

13.4 The Parties specifically disclaim application to this Order of the United Nations Convention on Contracts for the International Sale of Goods.

14. TERMINATION FOR DEFAULT:

14.1 Buyer may terminate this order for default in whole or in part by written notice to Supplier if:

- (1) Supplier becomes insolvent or makes a general assignment for the benefit of creditors; or
- (2) a petition under any bankruptcy act or similar statute is filed by or against Supplier; or
- (3) Supplier fails to make delivery of the Items or to perform the Services within the time specified in this order; or
- (4) Supplier fails to perform any of the other obligations of this Order, or fails to make progress, so as to endanger performance of this Order, in accordance with its terms; or
- (5) Supplier's financial condition endangers completion of performance, (provided with respect to (4) and (5) Supplier fails to remedy any such condition within seven (7) days from the date of receipt of a notice from Buyer concerning the existence of the condition); or
- (6) it is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by Seller, or by any agent or representative of Supplier, to any officer or employee of Buyer; or
- (7) Control of Supplier changes. A change of control includes: (a) the sale, lease or exchange of a substantial portion of Seller's assets used for the production of the Items; (b) the sale or exchange of a controlling interest in the shares of Supplier; or (c) the execution of a voting or other change of control. Supplier will provide Buyer with written notice of change of control within ten (10) days after the change of control has become effective. Buyer will have sixty (60) days from the date that Buyer receives written notice from Supplier within which to notify Supplier of its decision to terminate this order. The effective date of the termination will be no sooner than thirty (30) days after the effective date of the written notice of termination according to the terms of notice; or
- (8) Supplier fails to cure a deficiency identified by Buyer, within ten (10) days of notification by Buyer, unless otherwise such cure period is extended in writing by Buyer.
- (9) Supplier is sanctioned, suspended, or debarred by the Government; or
- (10) it is found that Seller has a potential, actual or apparent personal or organizational conflict of interest related to or arising out of its performance of this order and Buyer determines that such conflict(s) cannot be adequately avoided or mitigated.

14.2 After receipt of notice of such termination for default, and upon Buyer's direction, Supplier shall stop work under this Order on the date and to the extent specified in the notice of termination.

14.3 Buyer may require Supplier to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any partially completed Products and raw material, parts, tools, dies, jigs, fixtures, plans, drawings, Services, information and contract rights (Materials) as Supplier has produced or acquired for the performance of this Agreement, including the assignment to Buyer of Supplier's subcontracts. Supplier further agrees to protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed Products delivered to and accepted by Buyer shall be at the Agreement price. Payment for unfinished Products or Services, which have been delivered to and accepted by Buyer and for the protection and preservation of property. Buyer may withhold from Supplier monies otherwise due Supplier for completed Products in such amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims against said Product.



14.4 Supplier shall promptly notify Buyer if Supplier is the subject of any petition in bankruptcy. In the event of Supplier's bankruptcy, Buyer may require Supplier to post such financial assurance, as Buyer, in its sole discretion, deems necessary. Failure to post such financial assurance upon ten (10) days written notice shall constitute a default under this Agreement. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

14.5 If Supplier is terminated for default pursuant to this clause, Supplier is liable to the Buyer for any excess repurchase costs incurred in acquiring goods and/or services similar to those terminated for default, and for any other damages, whether or not repurchase is affected.

15. TERMINATION FOR CONVENIENCE

15.1 Buyer may at any time by written notice terminate all or any part of the Order at its sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to stop work related to the performance of the Order. Subject to the terms of this Order, within ninety (90) calendar days after the effective date of termination, Supplier may submit to Buyer a claim reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges that Supplier can demonstrate have resulted from the termination to the satisfaction of Buyer. Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Further, Supplier shall not be paid, and in no event shall Buyer be obligated to pay, lost or anticipated profits or unabsorbed indirect costs or overhead. In no event shall Buyer be obligated to pay Supplier any amount in excess of the Order price. The provisions of this paragraph shall not limit or affect the right of Buyer to terminate the Order for default. In any case, Supplier shall continue all work not terminated.

16. CONFIDENTIALITY

16.1 The information disclosed under any form by Buyer to Supplier relative to the Order, to the extent that such information is not in the public domain and evidenced by written documents, shall not be disclosed to any third parties unless Buyer's prior written consent and are considered as confidential, except to employees and/or subcontractors as necessary for completion of the Order, in which event these shall have the same obligation of nondisclosure under Supplier's responsibility. Such information shall be used only in filing the Order. Confidential restrictions shall survive completion, cancellation and termination of the Order.

16.2 Supplier shall disclose entering into an order only to the extent required by law and shall keep the cooperation with Buyer confidential. Supplier may not use the name, the logo or any trademarks owned by Buyer as a reference or for advertising purposes without the prior written consent of Buyer.

17. EXPORT CONTROL

17-1 Supplier shall comply with all applicable national, foreign and International Sanctions and Export Control Regulations, to include European Union and national regulations, and the U.S. Office of Foreign Assets Control sanctions, the International Traffic in Arms Regulations and the Export Administration Regulations (referred to as Export Control Regulations). The parties acknowledged that diversion to such Export Control Regulations is prohibited.

Supplier is hereby notified by Buyer may provide Supplier with information or Items subject to Export Control Regulations. Supplier shall comply with Export Control Regulation applicable to the information and Items furnished by the Buyer.

17-2 Supplier shall identify any part of the Products or Services which may be subject to Export Control Regulations at the time of signature of the Contract. Supplier shall provide Buyer an Export Control Classification Declaration



(ECCD) including all applicable export control jurisdiction (e.g. E.U, national , ITAR , EAR), export classification information (e.g., ECCNs, USML codes) and custom and duties information (e.g. HS or HTS codes, Schedule B) applicable to the Products or Services supplied to Buyer or necessary for the execution of the Order.

This Export Control Classification Declaration shall be provided at Order award and confirmed within 30 days of Order acknowledgment.

Supplier shall notify Buyer within 15 days of any change related to this information whether due to a change of the Products or Services, a change of Export Control Regulations or an envisaged change by Government.

17.3 Supplier represents that it maintains an effective export/import compliance program in accordance with all applicable Export Control Regulations. Supplier shall notify Buyer immediately if Supplier's export privileges are denied, suspended, or revoked in whole or in part by any government entity or agency.

17.4 Whenever, any part of the Product or Services are subject to Export Control Regulations, Supplier shall obtain, in due time , and at no cost for the Buyer, all relevant export or import authorizations, licenses or permits for the delivery , support, and use of the Products and Services, in accordance with the end use and end user information provided by the Buyer.

To the extent authorize by law, Supplier shall:

- Submit to Buyer for review all applications prior to the submission of such application to the relevant authorities.
- Provide Buyer with a copy of all relevant exceptions, exemptions, official approvals, licenses and authorizations including a copy of all provisos (e.g., limitations that relate to the compliance obligations of Buyer or Buyer's customers.)
- If one or more U.S. Technical Assistance Agreements ("TAA") are required, the TAA(s) and any Amendments thereto shall be agreed with Buyer and all other signatories prior to being submitted to the export authorities. A copy of the TAA signed by all parties and of the issued approval including a copy of all provisos that relate to the compliance obligations of Buyer and the other parties to the TAA, shall be provided to Buyer. If required, Supplier may redact passages in the copies.

17.5 Supplier will clearly indicate on all communications and deliveries, the Export Control Classification and the reference of the applicable export authority and mark all documentation provided subject to Export Control Regulations with the appropriate export jurisdiction, export classification and export license number (or license exception/ exemption), as well as all the applicable restrictions.

17.6 In the event that a license or permit is delayed or denied, that would prevent the Supplier from complying with the terms of the Contract or Purchase Order, Supplier shall notify Buyer within 15 days of the event.

Supplier shall at its own cost, and in a time frame compatible with Buyer's business needs:

- Obtain from the relevant authorities any authorizations required for the execution of the Contract or Purchase Order, or
- Determine and submit to Buyer's approval an alternative solution to deliver the Product and Services in accordance with the Contract or Purchase Order. Should such solution not be deemed acceptable to the Buyer, this will be considered as Termination for Default as per paragraph 14

17.7 Supplier shall flow-down obligations no less restrictive that those set forth in this paragraph, to all its subcontractors and suppliers at all levels and obtain all relevant information from its subcontractors and suppliers for transmission to the Buyer



18. INSURANCE

18.1 The Supplier shall carry worker's compensation insurance in an amount the Supplier is required to carry under the applicable worker's compensation legislation in the jurisdiction in which the Supplies are being delivered and comprehensive general liability, including but not limited to contractual liability, contractor's protective liability, personal injury and property damage coverages in a single combined limit of at least \$5,000,000.00 or the equivalent in the Supplier's local currency. Upon request by Buyer, the Supplier agrees to furnish Buyer with certificates of insurance evidencing the specified coverages.

19. ASSIGNMENT AND SUBCONTRACTING

19.1 Supplier shall not assign the Order or any obligations under the Order, nor shall Supplier subcontract for completed or substantially completed Products and/or Services purchased under the Order without the prior written consent of Buyer. Any such consent to sub-contract shall not relieve Supplier of any obligation to comply with the Order.

20. INDEMNIFICATION:

20.1 In addition to, and without limiting, Buyer's rights under other indemnifications available under statute or common law, Supplier shall indemnify, hold harmless, and at Buyer's request, defend Buyer, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation: (i) the breach of any warranty contained herein; (ii) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (iii) Supplier failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iv) any claim based on the negligence, omissions or willful misconduct of Supplier or any of Supplier's agents, subcontractors, employees or anyone acting on behalf of Supplier; and (v) violation of federal, state, or local laws, including but not limited to export control, hazardous substance, toxic substance, and hazardous conditions laws. Supplier shall not settle any such suit or claim without Buyer's prior written approval. Supplier agrees to pay or reimburse all costs that may be incurred by Buyer in enforcing this indemnity, including attorneys' fees.,

20.2 Supplier will indemnify, defend and hold harmless Buyer and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, or based on misappropriation or wrongful use of information or documents). Buyer and/or its customer will duly notify Supplier of any such claim, suit or action. Supplier will, at its own expense, fully defend such claim, suit or action on behalf of the indemnitees.

20.3 Should Buyer's use, or use by its distributors, subcontractors or customers, of any Goods or Services purchased from Supplier be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Supplier shall, at its sole cost and expense, either: (i) substitute fully equivalent non-infringing Goods or Services; (ii) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for Buyer, its distributors, subcontractors or customers the right to continue using the Goods or Services; or, (iv) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

21. SUPPLIER POINT OF CONTACT

21.1 The Supplier shall be the solely responsible point of contact for all works and services ordered, even if the Supplier is using agents or subcontractors.



21.2 Before providing Products or Services, the Supplier shall designate a project lead and its proxy as contact persons for planning, steering, and coordinating tasks and staff of the Supplier. Buyer shall also designate a contact person and a proxy. In case of an extended absence of one of these persons, a proxy shall be promptly designated. The project lead and the contact person of Buyer and their proxies are authorized to receive all legal declarations related to an order. They shall swiftly make or procure required decisions on behalf of their companies

21.3 The parties shall meet regularly via telecom during the term of an order to discuss the status of the Order performance. The Supplier shall create a protocol of these meetings containing all discussed and open issues. This protocol shall be delivered to the contact person of Buyer within one week of the meeting for approval.

21.4 In case the parties cannot agree on material issues during these regularly scheduled meetings, clause 13 shall apply accordingly.

21.5 In case any Supplier resources are being replaced during the project as set forth in these clauses, the Supplier shall bear the cost of training the replacement resource up to the project status; the Supplier shall be responsible for any delays resulting therefrom.

22. Intellectual Property Rights

22.1 Unless otherwise agreed in writing, upon acceptance of the agreed works or performance of the Services, respectively, the exclusive, transferable and sub-licensable, worldwide, perpetual and unlimited right to use and exploit all Work Products in all exploitation methods now known or hereafter devised shall vest in Buyer. “Work Product” shall be defined as all services individually performed or works individually created by the Supplier for Buyer which shall include, e.g., (interim) results; statements of work; concepts; presentations; documents; graphics; video and audio materials; texts; software; any ideas, algorithms, and processes embodied in documents or files; drafts, documentation and training material. To the extent property rights (Eigentum) can be established in a Work Product, such property rights shall also vest in Buyer.

22.2 The Supplier shall grant to Buyer a non-exclusive, worldwide, perpetual and unlimited right to use, in all exploitation methods now known or hereafter devised, any works not individually created for Buyer, any pre-existing works, or any works previously developed by the Supplier.

22.3 The grant of non-exclusive rights also includes the right of an Affiliate to exercise the rights on behalf of Buyer; the right of Buyer to transfer the rights to an Affiliate or a third party for their use solely for purposes of Buyer or an Affiliate; and the right to grant sublicenses in accordance with the foregoing.

22.4 In case any license terms of a third party shall apply to Buyer when receiving services from the Supplier, the Supplier shall disclose to Buyer such license terms in full when offering the services. If the applicability of such license terms is not agreed in the order, only the terms agreed in this clause shall apply.

22.5 Any licenses or sublicenses lawfully granted before termination of an order shall remain unaffected by such termination.

22.6 Any expertise gained by the Supplier while rendering services for Buyer may be used by the Supplier in the future course of its business, subject to any non-disclosure obligations.

23. COUNTERFEIT PARTS

23.1 All Suppliers shall purchase parts, materials, chemicals, and assemblies directly from authorized sources (reference sub-paragraphs 1 and 2 for further requirement resolution). Only new and authentic materials are to be supplied or used in products delivered to Buyer. No counterfeit or suspect counterfeit parts are to be delivered or contained within delivered product.



(1) EEE parts Authorized Distributors (ADs) shall only purchase product directly from the OCM (Original Component Manufacture). Parts shall not be purchased from other Authorized Distributors (ADs) or Independent Distributors (IDs) without written consent from Buyer. Procurement practices and documentation shall enable traceability back to the applicable OCM for each purchase transaction.

(2) Contract Manufacturers (CMs), Maintenance Repair and Overhaul (MRO) services, and Suppliers shall only purchase parts, materials, and assemblies from the OCM, OEM (Original Equipment Manufacturer), or their ADs. Independent Distributors (IDs) shall not be used without written consent from Buyer.

Procurement practices and documentation shall enable traceability back to the applicable OCM/OEM or AD for each purchase transaction.

23.2 If Supplier becomes aware or suspects that it has furnished Counterfeit Parts to Buyer under this Order, Supplier shall promptly notify Buyer of such no later than thirty (30) days from that discovery. Supplier shall replace, at Supplier's own expense, such Counterfeit Parts with OEM or Buyer-approved Items that conform to the requirements of this Order. Supplier shall be liable for all costs related to the replacement of Counterfeit Parts and any testing or validation necessitated by the installation of authentic Items or components of Items after Counterfeit Parts have been replaced.

24. CONFLICT MINERALS

24.1 By accepting these terms and conditions, Supplier agrees to timely respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or other prevailing industry standard, to any request by, or on behalf of, Buyer, for information on the origin, source and chain of custody information of tin, tantalum, tungsten, and gold ("3TG") minerals necessary to the functionality or production of a product manufactured by Supplier to Buyer. Supplier agrees to provide Buyer timely notice when Supplier becomes aware that any 3TG minerals in an Item it supplies to Buyer finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. Supplier understands and acknowledges that any information Supplier provides may be used by Buyer to comply with its reporting obligations under the Rule 13p-1 of the Securities and Exchange Act of 1934, as amended and the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission.

25. MISCELLANEOUS

25.1 Supplier may not amend or terminate an Order without written consent signed by both parties. A waiver of rights requires a written form signed by both parties. Written form is also being observed by electronic transmission of a hand-signed, scanned document in an unalterable file format. The Parties will not challenge the validity or authenticity of such document solely on the grounds that it has been concluded in such a manner. There are no oral side agreements.

25.2 If any clause hereof is found invalid, the remainder of the clauses shall remain unaffected thereby.