

## APPENDIX 1 – CONCENTRIC GENERAL PURCHASE TERMS AND CONDITIONS

These Centric General Purchase Terms and Conditions (“**Centric GPTC**”) apply to Supplier’s provision and Centric Affiliates’ purchase of Products. And exclude any application of Supplier’s and/or any third party’s general terms and conditions.

### 1 DEFINITIONS

In this Agreement the terms below have the following respective meanings:

“**Agreement**” means the Master Purchase Agreement including all its appendices and any amendment to it.

“**Components**” means components, parts, materials, or similar, which together form the Products, and which Supplier purchases from any third party with the purpose of manufacturing Products hereunder.

“**Centric Affiliate(s)**” shall mean the Centric entities listed in the appendix attached to the Agreement.

“**Centric Customer**” means any existing or prospective customer of Centric or a Centric Affiliate.

“**Centric Intellectual Property**” means Intellectual Property generated or derived by Centric or the Centric Affiliate before or after entering into this Agreement, or by Supplier during manufacturing of Products or otherwise generated or derived by Supplier in its business insofar such Intellectual Property relates to a Product. General production processes used by Supplier or developed by Supplier are excluded.

“**Confidential Information**” means any and all non-public and proprietary information such as technology, information, data, databases, trade secrets, know-how and experience related, directly or indirectly, to the disclosing Party or its business, whether of technical, engineering, operating, design, economic or commercial nature, supplied to or obtained by the receiving Party in writing, in the form of documents, specifications, drawings or databases or other written forms, orally, in any electronic form, or by observation or otherwise.

“**Counterfeit Components**” means a Component represented, identified, or marked as a genuine or new part, that has been confirmed to be a copy or an imitation, or that has been confirmed to be refurbished or used.

“**Intellectual Property**” means any industrial or intellectual property rights including, but not limited to, patents, copyrights, designs, trademarks, service marks, know-how, trade secrets, trade names, inventions, whether registered, unregistered and any applications for any of the same and any other similar protected rights in any country or jurisdiction.

“**Initial Term**” shall have the meaning assigned to it in the main document of the Agreement.

“**Material Declaration Requirements**” means any requirements, obligations, standards, duties or responsibilities pursuant to any environmental, product composition, energy use, energy efficiency and/or materials declaration laws, directives, or regulations,

international laws and treaties regarding such subject matter.

“**Price List**” shall mean the price list attached as an appendix to the Agreement.

“**Product(s)**” means the products to be provided by Supplier under this Agreement as specified in the applicable Specifications, including any updates, renewals, modifications or amendments thereto.

“**Purchase Order**” means a binding purchase order concluded between Supplier and the Centric Affiliate as further described in Section 2 below.

“**Renewal Term**” shall have the meaning assigned to it in the main document of the Agreement.

“**Specifications**” means the specification, for each Product, which is provided by the Centric Affiliate to Supplier which contains documents relating to each Product, including without limitation manufacturing specifications, directions, and processes, finished Product specifications, packaging specifications and shipping requirements for each Product; all as updated, amended and revised from time in accordance with the terms of the Agreement.

### 2 PURCHASE ORDERS

2.1 The Centric Affiliates’ Purchase Orders for Supplier’s manufacturing and supply of Products shall be submitted in a format to be mutually agreed between the Parties. Each Purchase order shall specify (a) Product identity name and number and Specifications as applicable, (b) Ordered quantity, and (c) Requested delivery date, location and delivery terms.

2.2 Supplier undertakes to make reasonable commercial efforts accept all Purchase Orders placed pursuant to Section 2.1. Within two (2) business days of having received the Purchase Order, Supplier shall respond to the Centric Affiliate with an order confirmation, otherwise the Centric Affiliate may cancel the requested Purchase Order. The Purchase Order shall also be considered accepted if Supplier does not respond with a confirmation within five (5) business days.

2.3 Supplier may not, without a written approval from the Centric Affiliate, deliver any Products until a Purchase Order has been duly issued by the Centric Affiliate. Consequently, the Centric Affiliate is not liable to pay for any Products prior to such time.

### 3 MANUFACTURING SERVICES AND QUALITY

3.1 Supplier shall perform manufacturing, quality controls, purchasing and incoming inspection of Components, testing, packaging and any related services required to manufacture and supply the Products in accordance with its respective Specifications. Supplier shall ensure that its performance under the Agreement comply with any

requirements imposed under applicable laws and regulations and any manufacturing standards and requirements set forth in the Specification.

- 3.2 The Concentric Affiliate is entitled to introduce new Products or changes to the Specifications. For each change or new Product a new price shall be agreed between the Parties.
- 3.3 Should Supplier wish to supply parts which are not in accordance with the Specifications, Supplier may submit a formal deviation request.
- 3.4 Supplier agrees not to manufacture, sell or otherwise supply, directly or indirectly Products which are manufactured in accordance with the Concentric Affiliate's specific instructions or of which Concentric Tools are used, to any other party than the Concentric Affiliate.
- 3.5 Where a particular site has been agreed for the manufacture of Products, Supplier may change the manufacturing site for the Products only with the prior written consent of the Concentric Affiliate. Any change of manufacturing site, including outsourcing processes from the Supplier to sub-suppliers must be communicated to and accepted by the Concentric Affiliate and shall be carried out at no cost for the Concentric Affiliate, including an obligation on Supplier to compensate the Concentric Affiliate for any costs and expenses associated with any technology transfer activities necessary for the change.
- 3.6 Supplier shall give the Concentric Affiliate reasonable access at agreed times to the areas of Supplier's manufacturing site to permit the Concentric Affiliate to verify that the manufacturing services are being performed in accordance with the Specifications and the terms of this Agreement and all applicable laws, rules and regulations.
- 3.7 Supplier undertakes to implement necessary actions to reach a maximum level of defectiveness below 100 PPM.

#### 4 DELIVERY AND SHIPMENT

- 4.1 The Products shall be prepared and packed in accordance with the Specifications and in a way that prevents damage during transport and handling. Supplier may not make any changes to the packaging instructions set forth in the Specifications without prior written approval by the Concentric Affiliate or otherwise the Concentric Affiliate will have the right to charge for extra handling costs at Supplier's expense. No charge shall be made for packing, carriage or storage unless such charges are expressly agreed in the relevant Purchase Order.
- 4.2 The Concentric Affiliate shall obtain title to the Products when the Products are delivered according to the agreed delivery terms as set out in the relevant Purchase Order.
- 4.3 A deviation or concession number must be quoted on all packing and invoice paperwork related to a delivery. Any boxes containing Products in this condition must be identified with a label quoting the concession number.
- 4.4 Supplier commits to deliver the Products on the agreed delivery date and to the delivery location set out in the Purchase Order. In case Supplier discovers that the agreed delivery date cannot be met, Supplier shall without delay notify the Concentric Affiliate about the delay and

inform about its best estimate of when delivery can take place. Supplier shall use all reasonable efforts to minimize any delay. This includes expediting shipments of Products and/or Components, running overtime in production, and sourcing Components at premium cost.

- 4.5 If Supplier fails to deliver Products on the agreed delivery date, and the failure is not attributable to an action or omission by the Concentric Affiliate, the Concentric Affiliate has the right to claim compensation from Supplier for the loss or damage suffered by the Concentric Affiliate due to the delay. If a delivery under a Purchase Order, in whole or in part, has not been delivered within six (6) weeks from the agreed delivery date, the Concentric Affiliate shall be entitled to cancel the Purchase Order without liability and without prejudice to the Concentric Affiliate's right to compensation of damages.
- 4.6 The Concentric Affiliate may reject Products that are visibly Non-Conforming ("**Rejected Delivery**"). For the Purposes of this Section 4.6, "**Non-Conforming**" means any discrepancy of the Product from the Specifications that is visually ascertainable, including but not limited to: not having correct part number, quantity not in accordance with the ordered quantity, appear to be damaged or in other way visually non-conforming to the applicable Purchase Order or Specification. In case of Rejected Delivery, Supplier shall, at the Concentric Affiliate's discretion, either rework the Non-Conforming Products within a time period agreed between the Parties, or withdraw any invoice for the Rejected Delivery and/or issue a credit to the Concentric Affiliate for the Rejected Delivery and compensate the Concentric Affiliate for the loss or damage suffered by the Concentric Affiliate due to the Reject Delivery, including but not limited to transportation costs associated with the return and/or destruction of the Rejected Delivery.
- 4.7 If Supplier is unable to rework the Non-Conforming Products within the agreed time period, the Concentric Affiliate reserve the right to rework the Non-Conforming Products using their own employees or an approved sub-contractor. The cost associated with sorting and rework of the Non-Conforming Products is \$50/€50 per hour. The Concentric Affiliate shall notify the Supplier of the estimated rework time and costs via email. In addition to the rework labour costs an administration fee of \$100/€100 will be applied to all non-conformance notifications where an eight (8) business days response is requested by the Concentric Affiliate.
- 4.8 Supplier undertakes to implement necessary actions to reach a Service level of 99%.

#### 5 PRICES AND PAYMENT TERMS

- 5.1 In consideration of the Products provided by Supplier hereunder, Supplier may charge the Concentric Affiliate the applicable prices set forth in the Price List attached as an appendix to the Agreement.
- 5.2 Unless there is any specific agreement about price adjustments, no price variation is allowed without a written agreement between the Parties.
- 5.3 Supplier may invoice the Concentric Affiliate once the Product has been delivered to the Concentric Affiliate in

accordance with the terms defined in each Purchase Order.

- 5.4 Supplier shall at all times during the term of this Agreement ensure that it has the financial capacity and credit to meet and deliver the indicated volumes and agreed payment terms hereunder.

## 6 WARRANTY

- 6.1 Supplier warrants that (i) it will perform manufacturing of Products in accordance with this Agreement and all applicable laws, rules and regulations (including for the avoidance of doubt any applicable laws and regulations related to working environment); (ii) the Products will have met the acceptance criteria in accordance with the inspection and test procedures designated by the Concentric Affiliate; (iii) the Products will comply with the Specifications and be free from defects in Components and other material and be free from defects in workmanship; and (iv) the Products will not infringe on the Intellectual Property rights of a third party.
- 6.2 Supplier shall at its own cost, during a period of three (3) years (or longer if provided by law) from delivery of a Product ("**Warranty Period**"), promptly repair or replace any Products that contain a defect caused by a breach of any warranty set forth in Section 6.1 above ("**Defect**", "**Defective Product**").
- 6.3 If Supplier fails to fulfil its obligation to subsequent performance – at the discretion of the Concentric Affiliate either by repair or by replacement – within a reasonable time period set out by the Concentric Affiliate, the Concentric Affiliate shall be entitled to remedy the defect itself and to demand reimbursement from Supplier of the expensed incurred, or demand an appropriate advance payment, if subsequent performance by Supplier has failed or is unreasonable for the Concentric Affiliate (e.g. due to particular urgency or imminent occurrence of disproportionate damages). the Concentric Affiliate shall inform Supplier of such circumstances without undue delay, and if possible in advance.
- 6.4 In case the remaining Warranty Period of a repaired Product is less than twelve (12) months, Supplier shall extend the Warranty Period to twelve (12) months from delivery of the repaired Product.
- 6.5 Further, Supplier shall compensate the Concentric Affiliate for any costs and expenses incurred by the Concentric Affiliate due to Supplier's breach of any warranty set forth in this Section 6, included but not limited to costs associated with transportation and replacement of a Defective Product.

## 7 CONCENTRIC TOOLS

- 7.1 All tools, measuring instruments, software, equipment or equivalents, made available by the Concentric Affiliate, or acquired or produced by Supplier at the Concentric Affiliate's expense (which, for the sake of clarity, shall not be carried out without the prior written consent of the Concentric Affiliate) are referred to as "**Concentric Tools**".
- 7.2 Concentric Tools are the exclusive property of the Concentric Affiliate. Supplier is granted a non-exclusive,

restricted, non-transferable and non-sublicensable license to use such Concentric Tools only for the manufacture of the Products under this Agreement.

- 7.3 Supplier shall keep Concentric Tools stored separately. Concentric Tools shall be registered by Supplier and shall be clearly marked with Concentric or the Concentric Affiliate's name. A copy of the record over the Concentric Tools shall be submitted to the Concentric Affiliate upon request. Concentric Tools shall be maintained and insured by Supplier and may not be used, changed, scrapped, sold, or disposed otherwise than as directed by the Concentric Affiliate.
- 7.4 Supplier undertakes to, on its own expense, repair damaged Concentric Tools, excluding normal wear and tear, replace, calibrate and notify the Concentric Affiliate in due time if any Concentric Tools need to be replaced.
- 7.5 Concentric or the Concentric Affiliate shall be entitled to retake all Concentric Tools following the termination or expiry of this Agreement.
- 7.6 Supplier shall allow Concentric and/or their representatives or customers to enter its premises within three (3) days of giving notice for the purpose of identifying and inspecting Concentric Tools. The Concentric Affiliate has the right, at any time, to remove Concentric Tools from Supplier's facilities.

## 8 PRODUCTION CAPACITY

Supplier undertakes to maintain the necessary production capacity to meet the Concentric Affiliate's needs as communicated with Supplier from time to time. Supplier is responsible for managing the procurement of Components and other material used in the Products in a best-in-class manner. This includes utilizing shortest available lead times for all Components in order to meet the Concentric Affiliate's needs.

## 9 MATERIAL DECLARATIONS

- 9.1 Supplier shall only use Components and material in the Products and its performance of the manufacturing of the Products that are compliant with applicable Material Declaration Requirements.
- 9.2 At Supplier's cost and expenses, Supplier shall upon request gather from its suppliers and provide to the Concentric Affiliate, declarations for Components included in the Products. Supplier is responsible for ensuring that its deliveries under the Agreement comply with the terms in Regulation (EC) No. 1907/2006 - Registration, Evaluation, Authorization and Restriction of Chemicals ("**REACH Legislation**"). The Supplier is responsible for ensuring that the Components included in the Products, if required under the REACH Legislation, are pre-registered or registered following the transition period as specified in the REACH Legislation, and that the Concentric Affiliate is provided with the relevant safety data sheets or required information in line with Art. 32 if the REACH Legislation. If the Supplier supplies Products under the terms of Art. 3 of the REACH Legislation, it is also responsible for ensuring that it complies with its duty to pass on the information specified in Art. 33 of the REACH Legislation.

9.3 Supplier shall notify the Concentric Affiliate in writing immediately upon learning or suspecting that a Product contains hazardous material or any other material in violation of this Agreement and collaborate with the Concentric Affiliate to resolve such non-compliance as soon as possible.

9.4 Upon acceptance of a Purchase Order, the Supplier undertakes to inform the Concentric Affiliate of the exact country of origin of the Components/Products and to submit a long-term supplier's declaration including the preferential origin regarding Components of EU origin. For deliveries from a preferential country the Supplier is obliged to provide a valid certificate of origin (EUR.1 movement certificate) or a declaration of origin. Should such certificates or declarations prove to be incorrect, the Supplier undertakes to compensate the Concentric Affiliate for any resulting damages thereof.

9.5 The long-term supplier's declaration for goods shall be created for all Products supplied to the Concentric Affiliate once a year and sent to the Concentric Affiliate.

## 10 COUNTERFEIT PARTS

10.1 Supplier shall have in place, work according to and maintain a written policy and procedure for how to handle and avoid Counterfeit Components in the Products.

10.2 Promptly upon Supplier's discovering that Supplier has delivered to the Concentric Affiliate a Product that contains a Counterfeit Component, Supplier will notify the Concentric Affiliate hereof in writing and at its sole cost and expense, replace such impacted Product with a Product that meets the Specifications.

10.3 Supplier shall purchase Components from the original component manufacturer of any Components ("OCM") or a distributor authorized by the OCM to sell such Component. If Supplier chooses to purchase a Component from a source that is not the OCM or not an authorized distributor of the OCM's parts, then Supplier shall inform the Concentric Affiliate and obtain the Concentric Affiliate's approval to make such purchase.

## 11 PUBLICITY

Supplier undertakes to refrain from advertising the business relationship underlying this Agreement without prior written permission from Concentric or the Concentric Affiliate, whether this be directly through its own publications, or indirectly by announcing or confirming information concerning this to third parties.

## 12 AUDIT

12.1 Concentric and the Concentric Affiliate shall have the right to audit (by itself or through an independent and reputable auditor at its own choice) the operating procedures, performance and record keeping of Supplier in connection with this Agreement. Concentric or the Concentric Affiliate will provide Supplier with reasonable advance notice of the intent to visit the premises in which the manufacturing of the Products is provided.

12.2 Concentric or the Concentric Affiliate will provide Supplier with feedback after any audit, highlighting findings of non-compliance. Supplier shall present, within fourteen (14)

days upon the receipt of such feedback, an action plan for how to address each finding of non-compliance. Such action plan shall be followed up regularly between the Parties until each non-conformity is properly addressed.

## 13 CONFIDENTIALITY

In order to protect both Parties' Confidential Information the Parties agree that a Party receiving Confidential Information shall keep Confidential Information strictly confidential and not disclose such Confidential Information to any third party without the disclosing Party's prior written consent. This Section 13 imposes no obligation upon a Party with respect to Confidential Information which (a) was known to such Party before receipt from the disclosing party; (b) is or becomes publicly available through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third party without a duty of confidentiality; or (d) is independently developed by the receiving Party without a breach of this Agreement. If a Party is required by a government body or court of law to disclose Confidential Information, then such Party agrees to give the other Party reasonable notice so that the other Party may seek a protective order or otherwise contest the disclosure. Notwithstanding the confidentiality obligations of this Section 13, a Party may share Confidential Information as required by the rules and regulations of any recognized stock exchange upon which its stock is quoted or by the disclosure requirements for a publicly-traded company under applicable securities laws provided that the Party gives prompt written notice to the other of the extent of the disclosure prior to such disclosure and discloses only that portion of the Confidential Information which is legally required to be furnished.

## 14 INTELLECTUAL PROPERTY

14.1 All Concentric Intellectual Property will be the exclusive property of Concentric or the Concentric Affiliate, and Supplier has not, nor will it acquire, any interest in any Concentric Intellectual Property unless otherwise expressly agreed in writing. Supplier will not use any Concentric Intellectual Property for any other purpose than for the performance of its obligations under this Agreement.

14.2 Any improvements or development of Concentric Intellectual Property as well as any feedback provided by Supplier in relation to the Products shall be deemed Concentric Intellectual Property.

14.3 Any Concentric Intellectual property will be deemed Confidential Information hereunder.

## 15 INDEMNITY

Supplier shall defend, indemnify and hold harmless Concentric and the Concentric Affiliates, its officers and employees, against all losses, damages, costs, claims, demands and liability (including reasonable attorney costs) in connection with any and all actions, suits, claims or demands ("Claims") by a third party arising out of or related to (i) an alleged infringement of a third party's Intellectual Property to the extent such infringements are due to Intellectual Property used in the Product by Supplier; and (ii) Claims arising out of Supplier's breach of

this Agreement or mandatory law. The obligation in this Section 15 shall not extend to Claims concerning (a) the Concentric Affiliates' use of the Products for purposes not intended under this Agreement, and (b) Claims that Products, to the extent they are manufactured in accordance with instructions stipulated or specified by the Concentric Affiliate, are not compliant with applicable law.

## 16 LIMITATION OF LIABILITY

Except for a Party's breach of Section 13 (Confidentiality), Section 14 (Intellectual Property) or Section 15 (Indemnity), in no event shall either Party be liable concerning the subject matter of this Agreement, regardless of the form of any claim or action (whether in contract, negligence, strict liability or otherwise), for any (a) indirect damages including, but not limited to, loss of business, revenues, profits and goodwill or (b) damages, in the aggregate, in excess of the greater of (i) the amounts paid to it (in the case of Supplier) or paid and payable by it (in the case of the Concentric Affiliate) hereunder during the previous twelve (12) months; and (ii) USD/EUR 10 million. These limitations are independent from all other provisions of this Agreement and shall apply notwithstanding the failure of any remedy provided herein. Nothing in this Agreement excludes liability to the extent that it may not be so excluded under applicable law. For clarity, any warranty claims under Section 6 (Warranty) shall not be subject to the liability cap set forth in this Section 16.

## 17 INSURANCE

Supplier shall have and maintain, during the Agreement term and for three (3) years thereafter, an insurance coverage reasonably and adequate level to cover its obligations under this Agreement. Supplier is responsible to have insurance covering all Concentric Tools maintain a product liability insurance with an insurance cover of a least USD/EUR 10 million per personal injury/property damage. Upon request, Supplier shall provide Concentric with proof of insurance.

## 18 FORCE MAJEURE

Either Party is relieved from liability for a failure to perform any of its obligations due to any circumstances beyond its immediate control, which impedes, delays or aggravates any obligation to be fulfilled by it under this Agreement, such as changes in laws and regulations or in the interpretation thereof, acts of authorities, war, acts of war, labor disputes, blockades, major accidents and currency restrictions (a "Force Majeure Event"). The Party who is affected by a Force Majeure Event shall immediately inform the other Party of such event and use reasonable commercial efforts to remove or overcome the hindrance for performance.

## 19 MISCELLANEOUS

19.1 Notices under this Agreement shall be given or made by pre-paid registered post or sent by e-mail. A notice will be deemed to be duly received (a) if sent by pre-paid registered post, with return receipt requested, ten (10) days after the date of posting; or (b) if sent by e-mail, on the day following receipt by the sender of an electronic

delivery report, indicating that the e-mail has been received by the recipient.

19.2 Supplier may not assign or transfer any of its rights and/or obligations under this Agreement without the prior written consent of Concentric.

19.3 No act, delay or omission by either Party shall be deemed a waiver of any right, power or remedy of such Party unless such waiver is in writing, and then only to the extent set forth therein. No single waiver shall constitute a continuing or subsequent waiver on any other occasion

19.4 If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provision, or portions of them, will not be affected.

19.5 The Parties may not amend this Agreement except by a written agreement signed by authorized representatives of the Parties.

## 20 GOVERNING LAW AND ARBITRATION

20.1 This Agreement, including any Purchase Order, and any non-contractual obligations arising out of or in connection therewith shall be governed and constructed in accordance with the substantive laws of England and Wales.

20.2 All disputes arising out of or in connection with the present Agreement shall in the first event be referred to senior management of both Parties to reach an amicable conclusion. Should such discussions not be successful, any dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

20.3 The arbitration proceedings shall take place in Birmingham, England and shall be conducted in English language.

20.4 The Parties undertake and agree that all legal proceedings conducted under this Section shall be kept confidential.

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