

**VANTIVE PURCHASE ORDER TERMS AND CONDITIONS**  
**(Germany Purchase Order Terms and Conditions for Suppliers)**

- 1. AGREEMENT:** This order of Buyer with below terms and conditions is Buyer's offer to Seller and becomes a binding contract, subject to the terms hereof, when accepted by acknowledgement or commencement of performance by Seller. Buyer objects to all additions, exceptions, or changes to these terms, whether contained in any printed or electronic form of Seller or elsewhere, unless explicitly approved by Buyer in writing. To the extent there are any inconsistencies between these terms and those written on the face of Buyer's order, the latter will control.
- 2. PRICE:** Unless otherwise specified, the prices stated in this order include all charges for packing, hauling, storage, transportation to point of delivery, and taxes. Sales, use, and value added taxes not subject to exemption shall be stated separately in Seller's invoice. Seller warrants that the prices quoted in this order are no greater than those currently charged any to other buyer for similar quantities of goods or services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Buyer.
- 3. PAYMENT TERMS:** Unless prohibited by local law, Buyer will make undisputed payments for goods or services of Seller that meet all applicable requirements within sixty (60) days after the later of: (a) receipt of the goods or completion of performance of the services identified in this order; and (b) receipt of a complete invoice of Seller. Buyer may withhold payment of any amounts that it disputes in good faith. Payment of an invoice shall not constitute acceptance of any goods, products or services or the prices stated therefore, and the invoice will be adjusted for any errors, shortages and defects. Any billing dispute will not be cause for Seller's non-delivery of goods, products or non-performance of services. Buyer shall have the right to update its payment terms upon notice to Seller in the event Buyer makes such change at a corporate level.
- 4. REIMBURSEMENT OF EXPENSES:** Any reimbursement of Seller's expenses must be agreed upon in advance in writing by Buyer.
- 5. CHANGES:** Buyer may at any time make changes in the scope or quantity of the goods or services covered by this order, in which event a good faith adjustment will be made to any price, time of performance, and other provisions of this order if this appropriately reflects the interests of the Seller. Claims for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller of notice of the change. Substitutions or changes in quantities or specifications by Seller shall not be made without Buyer's prior written approval.
- 6. WARRANTY:** Seller covenants, represents and warrants that:

  - a) The goods, products or services ordered shall be merchantable; shall conform to this order, to specifications, drawings, and other descriptions referenced in this order, and to any accepted samples; shall be free from defects in materials and workmanship; shall be free from defects in design unless the design was supplied by Buyer; and shall be fit and safe for the intended purposes. Seller warrants that it has clear title to the goods, products and that the goods, products and services shall be delivered free of liens, title retention, or encumbrances.
  - b) The goods or products; (1) are not adulterated or misbranded within the meaning of the applicable regulatory legislation; (2) are not and do not contain goods or products which may not be introduced into commerce or imported into the European Economic Area or Switzerland;(3) are in full compliance with the applicable laws, including applicable Drug Laws, Medical Device Laws, Hazardous Materials Law,; (4) are shipped on pallets free of 2,4,6-tribromoanisole (TBA) and 2,4,6-tribromophenol (TBP); and (5) otherwise comply will all applicable laws and regulations or other legal requirements concerning the manufacture, packaging, storage, transportation and delivery of the goods or products.
  - c) It will perform all services in a competent, professional and workmanlike manner and in compliance with all applicable laws, and it has the required qualifications and expertise to perform.
  - d) It will comply with Buyer's guidelines (and any future modifications thereto), including those related to data privacy and information security.

- e) Neither it, nor any of its employees, or authorized subcontractors have: a) been listed by any agency or authority of the US, Europe or a body of the United Nations as excluded, debarred, suspended, or otherwise ineligible to participate in federal and/or state programs, including, but not limited to, exclusion, debarment, or suspension; b) been convicted of any crime relating to any public procurement program; or c) been included on the Specially Designated Nationals list ("SDN List") maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or any other similar list, in the US or Europe.
- f) No officer, director, partner, owner, principal, employee or agent of Seller is an employee of a governmental agency or instrumentality and is in a position to influence the actions or decisions regarding the activities of Seller contemplated by this order. Neither Seller nor any person employed by or representing it has made, offered, promised or authorized, or shall make an offer, promise or authorize, either directly or indirectly, any official representative or employee of any governmental agency or instrumentality, any political party or officer thereof, or any candidate for public office, for the purpose of influencing a decision by any of them to take actions favorable to Buyer or Seller on any matter related directly or indirectly to the subject of this order, securing an improper advantage for Buyer, obtaining or retaining business or a business advantage, or the improper performance of a public official function or activity.
- g) All these warranties and other warranties as may be prescribed by law shall extend to Buyer, its successors, assigns, and customers and to users of the goods or services and shall run through any expiration date stated on the goods or products, or, if no expiration date is stated, then for a period of one (1) year after delivery. Claims under these warranties must be made within the applicable period prescribed by statute.

**7. INSPECTION; TESTING:** Goods or products purchased under this order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination. If any of the goods, products or services are found to be defective in material or workmanship, non-conforming to the warranties made herein or not in conformity with the requirements of this order, then the Buyer shall be entitled: (i) to require the Seller to supply replacement goods or products or re-perform the services in accordance with this order as quickly as reasonably possible, or (ii) at the Buyer's sole option and whether or not the Buyer has previously required the Seller to supply any replacement goods or products or re-perform the services, to reject and return such goods or products at Seller's expense or to treat this order as terminated by Seller's breach and require the repayment of any part of the price which had been paid. Seller shall also reimburse Buyer for all commercially reasonable, documented and costs and expenses actually incurred by Buyer as a result of receiving non-conforming goods or products, including the cost of returning the non-conforming goods or products to the Seller, the costs, fees and penalties payable by Buyer to a customer, costs and expenses related to or arising from Buyer's purchase of substitute goods, products or services, incremental training costs for substitute goods or products and costs to rework and redesign facilities to accommodate substitute goods, products or services, expedited shipping costs, recall and field correction costs, product re-testing costs and customer and regulatory authority notification costs and costs of destruction. Payment for any goods or products under this order shall not be deemed acceptance of the goods or products as conforming with specs or requirements.

**8. RECALL:** In the event that a recall or field corrective action of the goods or products is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within the Seller's control, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other expenses incurred to meet obligations to third parties.

**9. SHIPMENT OR DELIVERY SCHEDULES:** Shipment or delivery of goods shall be in accordance with the schedule specified in this order. If Seller does not, or it appears that Seller will not, meet such schedule, Buyer may, in addition to any other rights or remedies provided by law or this order, require that Seller ship the goods via expedited routing to meet the schedule or to recover the time lost and Seller shall pay the difference in shipping costs. Seller shall reimburse Buyer for all commercially reasonable, documented and actually incurred costs and expenses incurred by Buyer as a result of late delivery of goods, including the costs, fees and penalties payable by Buyer to a customer. At any such time that Seller exceeds three (3) late deliveries in a thirty (30) day period, Buyer has the right to request a written

action plan, normally in the form of a Supplier Corrective Action Plan (“SCAR”) from the Seller on how late deliveries are being resolved.

10. **OVERSHIPMENT**: Over-shipment of goods not approved by Buyer in writing will be returned, at Seller's expense, if such over-shipment exceeds 10% of the total order price or \$500.00, whichever is smaller.
11. **SUBSTITUTION, MODIFICATION**: No substitution or modification of any goods, component parts, tooling, sources of raw materials, processes, or manufacturing sites may be made without Buyer's prior written consent.
12. **SPECIAL LAWS**: In filling this order, Seller will comply with all applicable laws, regulation and legal principles, including the following:
  - (1) Anti-discrimination rules for Women and Minorities
    - (A) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
    - (B) Seller will also comply with all applicable laws and regulations regarding:
      - minimum wages and social security requirements
      - support for women taking on management or leadership positions,
      - standards of the ILO Declaration on fundamental principles and rights at work
      - equal employment opportunity
      - diversity and non-discrimination.
    - (C) Seller will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
    - (D) In the event that Seller does not comply with any of the requirements set forth in paragraphs (A) - (C) above, this order or agreement may be canceled, terminated, or suspended in whole or in part.
    - (E) Seller will include the provisions of paragraphs (A) through (C) herein in every subcontract or purchase order entered into in connection with this order or agreement
  - (2) Seller shall also abide by local requirements prohibiting discrimination against qualified individuals on the basis of disability.

Seller also represents that:

- a) To the extent applicable, the goods or products are compliant with EU RoHS (RoHS-1 and RoHS - 2) Directives or country/regional equivalent and agrees to furnish evidence of compliance upon request by Buyer.
  - b) The goods do not contain any substances regulated as a substance of very high concern (SVHC) in Annex XIV of the EU Registration, Evaluation, Authorization of Chemicals (REACH) directive, unless explicit notification is provided to Buyer in advance and subsequently as new substances are added to the REACH and Annex XIV and Candidate List periodically.
  - c) The goods are manufactured and provided to Buyer in a manner that complies with all applicable human rights laws, including local laws and international frameworks. Seller further represents that the goods are conflict mineral-free, meaning any gold, tin, tantalum, or tungsten contained in the goods are sourced only from conflict – free zones, sources, and smelters. Seller agrees to cooperate and fulfill related due diligence activities with its suppliers or represents that it has already done so.
  - d) The goods or products are consistent with, and can be used in compliance with applicable occupational safety and health laws and that Seller will provide Buyer the latest material safety data sheets (MSDS) for any chemical substance determined to be hazardous:
13. **INDEMNIFICATION**: Seller shall defend, indemnify and hold Buyer, its successors, assigns, employees, customers, and users of the goods or services harmless with respect to all claims, liability, damage, loss, and expenses, including attorney's fees, incurred relating to or caused by:
    - a) Actual or alleged patent, copyright, or trademark infringement or violation of other proprietary right, arising out of the purchase, sale, or use of the goods, products or services covered by this order;
    - b) Actual or alleged defect in the services or in the design, manufacture, or shipment of the goods or products;
    - c) Actual or alleged breach of warranty;

- d) Failure of Seller to deliver the goods, products or services on a timely basis; or
- e) Failure of the goods, products or services to meet the requirements of any applicable law.

In the event of a claim under this paragraph, and in addition to any and all other rights and remedies available to it, Buyer may at its option terminate this order or defer acceptance of the balance of the goods, products or services ordered until the claim is resolved. If Buyer is enjoined from use of the goods or products, Seller shall at Buyer's option, either procure for Buyer the right to continue using the goods or products, replace the goods or products with substantially equivalent goods or products, modify the goods or products so as to be usable by Buyer, or repurchase the goods or products at the price set forth in this order. This Paragraph 13 shall not be construed to indemnify Buyer for any loss to the extent it is attributable to Buyer's design, specification, negligence or willful acts.

14. **INSURANCE:** Seller shall obtain and keep in force for three years after the last delivery under this order commercial general liability insurance covering each occurrence of bodily injury and property damage – in the case of a volume/value of this order above the equivalent of 20,000 EUR - in the amount of not less than \$1 Million Dollars (or any other amount Buyer may indicate in this order) combined single limit with special endorsements providing coverage for:
- a) Products and Completed Operations Liability;
  - b) Blanket Broad Form Vendor's Liability;
  - c) Blanket Contractual Liability;
  - d) Manufacturer's Errors and Omissions; and
  - e) Product Recall/Testing/Replacement Coverage.

If services are performed under this order on Buyer's premises, Seller shall also obtain Premises-Operations, Personal Injury, and Independent Contractors Protective Liability endorsements, and shall further obtain Workers' Compensation, Employer's Liability and Automobile Liability Insurance coverage in amounts acceptable to Buyer, and if Seller will have access to Buyer property, computer systems and/or data, Third Party Fidelity/Crime Coverage. If requested, Seller shall furnish Buyer with a certificate evidencing the required insurance.

15. **RISK OF LOSS:** Seller shall bear the risk of loss or damage to the goods or products covered by this order until they are delivered to and accepted by Buyer.
16. **LIMITATION OF LIABILITY:** BUYER WILL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST TIME, LOST PROFITS OR LOST SALES) ARISING FROM ANY TRANSACTIONS UNDER THIS ORDER.
17. **AUDIT:** To verify Seller's compliance with this Order, Buyer and its representatives will have the right, at reasonable times and places and upon reasonable notice, to (a) inspect all facilities, resources and procedures employed by Seller in manufacturing or providing the goods, products or services hereunder; and (b) examine all books and records relating to the goods, products and services being subject to this order.
18. **BUYER-FURNISHED MATERIAL:** Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information furnished by Buyer ("Material") without Buyer's prior written approval. Title to all Material shall remain in Buyer at all times, and where practicable the Material shall be clearly marked or tagged to indicate this ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of this order unless Buyer shall otherwise direct.
19. **REFERENCES TO BUYER:** Seller shall not present nor publish, nor submit for publication, any work specifically resulting in relation to goods, products, or services supplied solely for Buyer or that identifies or may identify Buyer without Buyer's prior written approval. Seller shall not use Buyer's name or logo in any advertising, articles, press release, social media, promotional materials or website advertising, or

disclose to any third party the terms of this order or the fact that Seller is supplying goods, products, or services to Buyer, without Buyer's prior written consent (which is in its sole discretion to grant or withhold).

20. **USE OF SELLER'S INFORMATION**: All information disclosed to Buyer in connection with this order is furnished as part of the consideration for Buyer's placement of this order. This information is not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, or customers, for its disclosure or use.
21. **TERMINATION**:
- a) Buyer may terminate this order, in whole or in part, without liability: If Buyer anticipated Seller's breach of this order and Seller does not provide adequate assurance of its performance within ten (10) days of Buyer's request; if deliveries are not made at the time or in the quantities specified; or in the event of a breach or failure by Seller to meet other terms of this order. This right shall be in addition to any other remedies provided Buyer by law.
  - b) Buyer may terminate this order, in whole or in part, at any time for its convenience by notice to Seller in writing. Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total order price corresponding to the proportion of work completed in filling the order prior to such notice, plus any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Buyer within sixty (60) days of the date of termination and shall be subject to audit by Buyer.
  - c) Upon any termination under this paragraph, title to all equipment materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Seller may submit a claim shall vest in Buyer, and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.
22. **SETOFF**: Any counterclaim against Seller by Buyer which arise out of this or any other transaction may be set off against any money due to Seller under this order.
23. **ASSIGNMENT; SUBCONTRACTING**: Seller shall not assign this order without Buyer's prior written consent, which Buyer may withhold in its sole discretion, and any attempted assignment without Buyer's consent will be void. Any permitted assignee shall assume in writing all obligations of Seller under this order; provided, however, that Seller shall remain primarily liable for such obligations. Buyer may assign the order without the consent of Seller. The order will be binding upon and inure to the benefit of the permitted assigns of each party.
24. **WAIVER; SEVERABILITY**: No waiver by Buyer of any breach of this order by Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. No claim or right arising out of a breach of the terms and conditions of this order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. If at any time any one or more of the provisions contained in this order is or should become invalid, illegal or unenforceable in any respect under any law, rule, regulation or ruling, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
25. **CONTROLLING LAW; VENUE**: This order and the performance under it shall be controlled and governed by the law of the country where the Buyer has its registered seat, and Seller hereby submits to the jurisdiction of the courts of the city or county of this registered seat for purposes of resolving any dispute.
26. **DISPUTE RESOLUTION**: Any and all disputes, claims or controversies ("disputes") arising out of or relating to this order, including without limitation, any dispute as to the existence, validity, performance, breach or termination of this order, shall be resolved in the following manner set forth in this Section 26.

A party must first send written notice of the dispute to the other party for attempted resolution by negotiation between executives of each party who have authority to settle the controversy. Such negotiations must be conducted within 14 days (all references to "days" in this provision are to calendar days) after such notice is received (the "Negotiation Period"). If the parties fail to meet or if the matter

has not been resolved within such Negotiation Period, the parties shall mediate their dispute within 30 days after such Negotiation Period has expired. If the mediation fails to resolve all outstanding disputes between the parties or if the mediation has not been scheduled within 30 days of the end of the applicable Negotiation Period, either party may initiate litigation or injunctive proceedings before the ordinary courts with respect to the matters submitted to negotiation and mediation.

**27. REMEDIES NOT EXCLUSIVE:** The rights and remedies of Buyer provided under these Terms and Conditions are cumulative and not exclusive and are in addition to any other rights and remedies provided at Law or in equity.

**28. INDEPENDENT CONTRACTOR:** The relationship of the parties is that of independent contractors. The parties will not be deemed partners or joint ventures, nor will one party be deemed an agent or employee of the other party. Neither party has any express or implied right to assume or create any obligation on behalf of, or in the name of, the other party or to bind the other party to any contract, agreement or undertaking with any third party, and no conduct of a party shall be deemed to imply such right.

**29. NOTICES:** Any notices required or permitted under this order will be in writing, will refer specifically to the order, and will be sent by recognized national or international overnight courier or registered or certified mail, return receipt requested, or delivered by hand to the address set forth in this order. Notices under the order will be deemed to be duly given: (a) when delivered by hand; (b) two days after deposit with a recognized national or international courier; or (c) on the delivery date indicated in the return receipt for registered or certified mail. A party may change its contact information immediately upon written notice to the other party in accordance with this section.

**31. AMENDMENT:** Any modification to this order must be in writing and signed by authorized representatives of each party.