

1. SCOPE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase and any subsequent versions ("Terms") are freely accessible on the Purchaser's website www.corplex.com, combined with our purchase order ("Purchase Order"), sets out the obligations that you as "Supplier" (also referred to as "you," "your" or other words with similar meaning) and we Corplex as "Purchaser" (also referred to as "we," "our," "us" or other words with similar meaning) undertake in connection with your sale and our purchase of your goods or services (collectively, "Products") from time to time. These Terms shall be deemed incorporated by reference in all documents that we exchange with you in the future concerning any purchase and sale of Product absent a separate written, signed agreement. No terms in any future documents will bind you or us (each a "party" and together the "parties") except the terms of our Purchase Order. Any amendments or additional or different terms or conditions appearing in any acceptance or other communication from you or inferred by trade usage, course of dealing, or course of performance, even if purportedly adding to or modifying these Terms, shall not supplement or amend these Terms and shall not be effective or binding in any other way. We object to and negate such terms unless both parties clearly acknowledge them as modifications of these Terms in a writing signed by an authorized representative of each party.

Any Purchase Order accepted by the Supplier indicates that the Supplier has unconditionally accepted these Terms subject to any exemptions agreed by the parties beforehand in writing. Therefore, the "Agreement" between the Parties regarding the terms of the purchase and sale of Products comprises the following, in descending order of priority for resolving any conflicts: (i) the Purchase Order (ii) these Terms (iii) the Purchaser's specification (iv) the Supplier's offer confirmed by the Purchaser.

In the event that any of these clauses is null and void, the other clauses shall continue to be valid.

The Purchaser's failure to invoke any of the clauses against the Supplier shall not be considered as a waiver of any rights under these clauses.

2. FORMATION OF THE SALE

The Supplier shall be deemed to have accepted a Purchase Order if it has not given notice of its refusal to fulfil it within 3 working days from the date on the Purchase Order. The Purchaser may decide to cancel the Purchase Order within the same timeframe without liability. If the Supplier starts to fulfil the Purchase Order within this timeframe, it shall be deemed to have accepted the Purchase Order.

The Supplier must comply with the terms of the Purchase Order, particularly with respect to delivering compliant goods or performing compliant services within the agreed timeframes, and time shall be of the essence for fulfilment of the Purchase Order.

3. DELIVERY

3.1. The Supplier must deliver the Products in the quantities, at the place of delivery and on the delivery date mentioned on a Purchase Order, accompanied where need be by any technical leaflets, instructions for use or safety instructions which must be written in English. The Supplier is responsible for the packaging of the Products, which must be appropriate for the means of transport used and the Products being transported.

The Purchaser must be provided with a delivery note for the Purchase Order stating the reference number and the quantity of Products delivered and which must be countersigned by the Purchaser.

Unless otherwise stipulated in the Purchase Order, the Products are delivered DDP - place of delivery Incoterms® 2020.

Services are accepted by the signing of a jointly-agreed report, without reservations or once any reservations have been addressed.

3.2. No advance delivery or performance ahead of the date stipulated on the Purchase Order shall be accepted without the Purchaser's prior consent.

Any delay, for any reason whatsoever, that occurs during the fulfilment of the Purchase Order must be reported immediately by any written means. Such notification does not relieve the Supplier of any of its obligations under these Terms.

If compliant delivery or performance does not occur within 3 working days following the deadline initially agreed, the Purchaser may choose to either (i) cancel the Purchase Order with immediate effect, without liability, for the whole Purchase Order or the undelivered or non-compliant part, obtain the relevant refund and refuse any delivery after the Supplier has been notified of the cancellation. This refund can be made by offsetting it against any sum owed by the Purchaser to the Supplier; or (ii) have the Purchase Order fulfilled by a third party at the Supplier's expense and risk. These remedies are without prejudice to any damages which the Purchaser might need to claim from the Supplier as compensation for the loss it may have sustained as a result of the Supplier's failure.

3.3. The Purchaser reserves the right to change the quantities and delivery dates initially agreed. The Supplier has 2 working days to notify the Purchaser of its refusal of such changes. Otherwise, such changes shall be deemed to have been accepted.

3.4. Under no circumstances may the Supplier directly or indirectly assign all or part of fulfilment of the Purchase Order (whether in return for payment or free of charge). Under no circumstances may it subcontract fulfilment of the Purchase Order or have it fulfilled by a third party without the Purchaser's prior written consent. Where such consent is given, the Supplier shall remain solely responsible for the proper fulfilment of the Purchase Order by the subcontractor in accordance with these Terms and for the subcontractor's compliance with the labour regulations applicable to the employment of its employees.

4. PRICES, INVOICING AND PAYMENT TERMS

4.1. Unless otherwise stipulated in the Purchase Order, the prices are fixed and non-revisable. They shall include all associated costs, including transportation, packaging, loading and unloading costs, the cost of insurance and customs duties, taxes and levies up to its arrival at the Purchaser's premises.

4.2. The Supplier agrees to assume all risk related to a change of circumstances which was unforeseeable when the Purchase Order was concluded.

4.3. Invoicing shall take place no earlier than the date on which the Products are accepted by the Purchaser. The invoice must include all of the information on the Purchase Order for identifying the Products and checking them, and be accompanied by proof of acceptance of the Products. The invoice must be sent to the billing address on the front of the Purchase Order.

4.4. Unless otherwise stipulated in the Purchase Order, the price is payable by any means within 45 days of the end of the month following the invoice issue date.

4.5. The Purchaser reserves the right to offset its debts with any sum it might be owed by the Supplier.

5. ACCEPTANCE OF GOODS OR SERVICES

The Purchaser reserves the right to carry out any checks on the Products upon their arrival at its premises or purported completion, without this diminishing or removing the Supplier's liability. Any goods which do not comply with the Purchase Order (in terms of quality or quantity) may be returned to the Supplier at its own expense and risk. The Supplier shall, in any event, remain liable for faults and defects in its Products that might have escaped the Purchaser's check or which are only revealed when the Products are used.

6. SUPPLIER PERSONNEL

The Supplier undertakes to comply with all applicable UK and US employment legislation (including without limitation work permits and taxes) relating to its personnel engaged in fulfilment of Purchase Orders under these Terms.

7. TRANSFER OF OWNERSHIP AND RISK

Unless specifically stipulated otherwise in writing, the transfer of ownership of goods takes place on delivery of the goods to the Purchaser. The risks relating to the ordered goods shall be transferred to the Purchaser at the time of delivery.

8. WARRANTY

8.1 Supplier warrants to Purchaser that the Products shall be:

- in conformity with the design, performance, technical, functional and feature requirements and operating and performance standards, including all descriptions and functions set forth in any written materials; and
- in compliance with any and all applicable laws, statutes, ordinances, licenses, and regulations;
- for any electronic parts provided by the Supplier, functional as part of the Purchaser's system and shall be compatible with other electronic or software components in the system regardless of whether the Supplier provided all the components of such system; and
- free of any third party claims to title or ownership and does not violate any third party's contract or property rights;
- not infringing of any patent, trademark, trade name, copyright, trade secret, or other similar claim of right;
- fit for the Purchaser's intended use;
- merchantable and free from any defect in material or workmanship; and
- provided with all reasonable care and skill.

8.2 The Supplier's warranty will last for two (2) years from the Supplier's provision of Products to the Purchaser ("Warranty Period").

8.3 If the Purchaser becomes aware of any defects in the Products supplied during the Warranty Period, then the Purchaser may (at its option, but at the Supplier's expense):

- reject them and require the Supplier to replace them (if goods) or re-perform them (if services);
- accept them but require the Supplier to pay an appropriate refund;
- require the Supplier to carry out remedial work; or
- reject them, repudiate the Agreement and claim from the Supplier any loss the Purchaser suffers as a result.

8.4 If the Purchaser requires the Supplier to perform remedial warranty work, such work will be provided as soon as reasonably possible after notification to the Supplier that a good or service is not functioning properly. When remedial work has commenced, the Supplier shall continue its efforts until such time as the good or service is made to function properly.

8.5 The Supplier shall warrant any and all replacement goods, re-performed services or remedial warranty work from the date the Supplier provides such goods, services or work for an additional Warranty Period.

8.6 These provisions are in addition to any other rights or remedies the Purchaser may have.

9. INTELLECTUAL PROPERTY

Each party shall retain all of its intellectual property (IP) rights over the Products provided in accordance with the Purchase Order.

Except as otherwise expressly provided, no clause contained in these Terms may be interpreted as conferring a licence or right over all or part of an IP right belonging to either party.

The Supplier grants the Purchaser a personal, non-exclusive, royalty-free licence to use and exploit its IP rights pertaining to the Products which are the subject of the Purchase Order, only for the purposes necessary for using and operating said Products and in order for the Supplier to fulfil its obligations.

Any IP right originating from, obtained or developed by the Purchaser or a contractor on behalf of the Purchaser in connection with the use and the operation of the Products provided by the Supplier, is and shall remain the entire and sole property of the Purchaser.

The Supplier assumes full liability and shall defend, hold harmless and indemnify the Purchaser in the event of proceedings initiated on the basis of an infringement of a third party's IP right and connected with the Purchaser's use and operation of the Products provided.

In the event of proceedings initiated against the Purchaser on the basis of an infringement of a third party's IP rights, the Supplier shall remain liable and shall indemnify the Purchaser against any claims, losses or damages and shall bear all of the costs and expenses (including attorneys' fees and litigation costs) incurred in connection with said proceedings. Should such proceedings prevent the Purchaser from using the Products, the Supplier must, at its own expense and as soon as possible:

- obtain the right for the Purchaser to continue to use the Products in accordance with the Purchase Order without infringing a third party's IP rights; or
- provide the Purchaser with alternative Products that do not infringe a third party's IP rights, or other items of equivalent or enhanced functionality or performance in accordance with the Purchase Order; or
- promptly replace said Products without loss of functionality or performance, so that their use does not infringe any third-party IP right.

10. LIABILITY

The Supplier is liable for and will indemnify, hold harmless and defend the Purchaser against any costs (including attorneys' fees and litigation costs), liabilities, losses and damages it causes to the Purchaser and to any third party arising out of the fulfilment of the Purchase Order and/or delivery of the Products to the extent that such costs, liabilities, losses and damages arise out of the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier.

11. INSURANCE

The Supplier agrees to take out any insurance policy necessary for fulfilling the Purchase Order and to maintain it with a reputable insurance company, at its own expense and for sufficient amounts. The Supplier agrees to provide an insurance certificate and proof of payment of the premiums upon request from the Purchaser. The Supplier waives all rights of subrogation against the Purchaser and its insurers, and agrees to obtain an identical waiver from its insurer.

12. CONFIDENTIALITY

All of the documents, technical and sales information, etc. entrusted to the Supplier by the Purchaser are confidential. They must not be reproduced or disclosed in any way. They must be returned to the Purchaser upon request but no later than the time of delivery.

The Supplier may only use the Purchaser's name as a reference with the Purchaser's prior written agreement.

13. COMPLIANCE

13.1. The Supplier undertakes to comply with all statutory provisions in force, particularly those related to health, safety, the environment and employment law to which it is subject. If the Supplier has to operate on one of the Purchaser's sites, the Supplier agrees to comply with the site operating procedures and the health, safety and environmental rules applicable to the site and if need be to obtain any necessary permits and authorisations to enable it to enter the Purchaser's site.

Furthermore, the Purchaser expects its suppliers to act ethically in all circumstances, particularly in relation to human rights, working conditions and environmental protection, including through the application of and compliance with all national and international legislation.

The Supplier agrees to meet all of the Purchaser's demands in terms of ethics and sustainable development imposed by the Purchaser or one of the Purchaser's customers.

13.2. The Supplier agrees to comply with the provisions of anti-corruption laws, agreements or regulations that might apply to it, including the Bribery Act 2010 and Modern Slavery Act 2015.

13.3. The parties agree to process any personal data in accordance with the applicable legal provisions, including but not limited to the General Data Protection Regulation No.2016/679.

14. SUPPLIER EQUIPMENT

The Supplier shall transfer ownership to the Purchaser of all the samples, prototypes and tools which the Supplier produces or has had produced for the purposes of fulfilling the Purchase Order.

15. AUTOMATIC CANCELLATION

If the Supplier fails to fully or partially carry out any of its obligations, the Purchaser may cancel the Purchase Order immediately in full or in part, at any time, 8 days after issuing formal notice by registered letter to the Supplier, provided the Supplier has not rectified its failure within this time period. Any payments that have already been made for the part of the Products which has not been delivered, performed or accepted by the Purchaser shall be refunded to the Purchaser immediately. Any costs, such as charges for returning goods or penalties borne by the Purchaser as a result of the Supplier's failure, shall be deducted or charged to the Supplier, at the Purchaser's discretion.

16. GOVERNING LAW; JURISDICTION

Any dispute or claim arising out of or in connection with this Agreement or its formation or validity or the sale or delivery of Product, including any non-contractual disputes or claims ("Proceeding") will be governed by and construed with the laws of the State of Illinois, United States. Subject to the remainder of this Section below, the Supplier and Purchaser irrevocably agree and acknowledge that the state courts of DuPage County, State of Illinois, United States, or where federal jurisdiction is appropriate, the Northern District of Illinois, are to have exclusive jurisdiction for the purpose of hearing and determining any suit, action or Proceeding and/or to settle any disputes (including any non-contractual disputes or claims) arising out of or in any way relating to a Proceeding. The Supplier shall not claim, and expressly waives any right to, litigating any Proceeding in another jurisdiction. Nothing in this Section shall (or shall be construed so as to) limit the right of the Purchaser to bring a Proceeding against the Supplier in the courts of any other jurisdiction in which the Supplier has assets to enforce a judgment against it.

17. RELATIONSHIP OF PARTIES

Neither the Agreement nor any of its components intend to create an agency, joint venture, partnership or similar relationship between the parties. Each party will act solely as an independent contractor and neither party will have the right to act for or bind the other party in any way or to represent that the other party is in any way responsible for any acts or omissions of such party.

18. SURVIVAL

Provisions relating to warranties, indemnification, intellectual property, confidentiality and obligations on termination survive termination or expiration of this Agreement.