

Oncam Global Group AG
General Purchase Order Terms and Conditions

1. Applicability. This purchase order is an offer by Oncam Global Group AG (the "**Buyer**") for the purchase of the goods specified on the face of this purchase order (the "**Goods**") from the party to whom the purchase order is addressed (the "**Seller**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions written on the face of the purchase order, the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. Each party acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the other which is not set out in the Order. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale, any terms in any other document issued by Seller in connection with this Order and/or which may be implied by trade, custom, practice or course of dealing. These Terms apply to any repaired or replacement Goods provided by Seller. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.

2. Acceptance. This Order is not binding on Buyer until Seller accepts the Order in writing. If Seller does not accept the Order in writing within seven (7) days of Seller's receipt of the Order, this Order will lapse. Buyer may withdraw the Order at any time before it is accepted by Seller in writing.

3. Delivery Date. Seller shall deliver the Goods in accordance with the terms of this Order in the quantities and on the date(s) specified in this Order or such other date as agreed in writing by the parties (the "**Delivery Date**"). Time for such delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.

4. Quantity. If Seller delivers less than the quantity of Goods ordered, Buyer may reject all or any of the Goods. If Seller delivers more than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be increased or reduced (respectively) on a pro-rata basis.

5. Delivery Location and Shipping Terms. All Goods shall be delivered to the address specified in this Order (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer in writing. Delivery shall be made DDP Delivery Location (in accordance with INCOTERMS (2010)), unless a different INCOTERMS mode of delivery is mutually agreed in writing by the parties. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer within seven (7) days after Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Order.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location in accordance with DDP (INCOTERMS 2010), unless a different INCOTERMS mode of delivery is mutually agreed in writing by the parties in which case title shall pass in accordance with such mode of delivery. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location consistent with DDP (INCOTERMS 2010), unless a different INCOTERMS mode of delivery is mutually agreed in writing by the parties in which case risk of loss shall be allocated in accordance with such mode of delivery.

7. Packaging. All goods shall be packed for shipment according to Buyer's instructions and, in any event, in a manner sufficient to ensure that the Goods are delivered in good and undamaged condition. Buyer shall not (unless it agrees otherwise in writing) be required to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

8. Amendment and Modification. No change to this Order is binding upon Buyer unless it is in writing, specifically states that it amends this Order and is signed by an authorized representative of Buyer.

9. Inspection and Rejection of Nonconforming Goods. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if, as a result of such inspection, Buyer determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept all or any portion of the Goods at a reasonably reduced price; or (c) reject all or any portion of the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its own expense, promptly, no later than fourteen (14) days, replace the rejected Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order by way of written notice on Seller immediately. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations and shall be without prejudice to the Buyer's rights under the Order, and Buyer shall in any event have the right to conduct further inspections.

10. Price and Most Favored Customer. The price of the Goods is the price stated in the Order (subject to the terms below) (the "**Price**"). If no price is included in the Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Order and notified in writing to Buyer prior to the date of the Order (subject to the terms below). Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Seller represents and warrants that the price for the Goods is the lowest price per unit charged by Seller to any of its external buyers for similar volumes of similar Goods. If Seller charges any other buyer a lower price per unit Seller must forthwith notify Buyer in writing, Seller must apply that price to all Goods under this Order (and the price shall be deemed varied accordingly (whether or not Seller has notified Buyer in accordance with this Section)). If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order without liability by way of written notice on Seller immediately.

11. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller within thirty (30) days after Buyer's receipt of such invoice, unless a different time period is specified by Buyer in the Order, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars, unless a different currency is specified by Buyer in the Order, and made by bank transfer or such other means of payment as Buyer chooses from time to time. In the event of a payment dispute, Buyer shall deliver a written statement to Seller providing reasonable particulars of such dispute. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.

12. Set-off. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller (whether under this Order or otherwise howsoever).

13. Warranties. Seller warrants to Buyer that for the longer of (i) Seller's standard warranty period and (ii) twelve (12) months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests and/or other encumbrances of whatsoever nature; and (f) not infringe and/or misappropriate any third party's patent and/or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, either (a) Seller shall, at its own cost and expense, promptly (and in any event no later than fourteen (14) days after such notice), replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, or (b) at the option of Buyer, Buyer may reject all or any defective or non conforming Goods and Seller shall refund

Buyer in respect of such Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller.

14. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer and Buyer's subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, employees and advisors (including its legal counsel) and Buyer's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost and/or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods, and/or Seller's negligence, willful misconduct and/or breach of the Terms. Seller shall not enter into any settlement without the relevant Indemnitee's prior written consent.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless each Indemnitee against any and all Losses arising out of or in connection with any claim that the relevant Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without the relevant Indemnitee's prior written consent.

16. Insurance. During the term of the Order and for a period of three (3) years thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in amounts customarily held in the industry with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage applicable to this Order and evidence that the premiums have been paid up to date. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and each of the Indemnitees.

17. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions,

authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale and/or purchase of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on or in respect of the Goods.

18. Termination. In addition to Buyer's rights of termination set out in this Order, Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on thirty (30) days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy and/or winding up or commences or has commenced against it (and/or against any of its assets) proceedings relating to bankruptcy and/or winding up, receivership, administration, administrative receivership, reorganization and/or composition, arrangement or assignment for the benefit of creditors (and/or anything similar to any of the foregoing in any jurisdiction), then the Buyer may terminate this Order upon written notice to Seller immediately. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination and which are not subject of any breach of warranty claim.

19. Limitation of Liability. Nothing in this Order shall exclude or limit (a) Seller's liability under **Sections 13, 14, 15 and 21** hereof, or (b) either party's liability for fraud, fraudulent misrepresentation, personal injury or death caused by such party's negligence or willful misconduct. Buyer's maximum liability to Seller shall not exceed the aggregate amount actually paid under this Order.

20. Waiver. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude

any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. Confidential Information. All non-public, confidential and/or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order and/or otherwise is confidential, solely for the use of performing the Order and may not be disclosed or copied or otherwise used unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

22. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). *Force Majeure* Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered *Force Majeure* Events. Seller shall use all reasonable endeavours to end the failure or delay of its performance, ensure that the effects of any *Force Majeure* Event are minimized and resume performance under the Order. If a *Force Majeure* Event prevents Seller from carrying out its obligations under the Order for a continuous period of more than thirty (30) days, Buyer may terminate this Order immediately by giving written notice to Seller.

23. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any

time assign, transfer or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent.

24. Relationship of the Parties, No Third-Party Beneficiaries. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have (nor shall hold itself out as having) authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Notwithstanding the foregoing, each of the Indemnitees shall be entitled to enforce Sections 14 and/or 15 pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Governing Law, Jurisdiction. All matters arising out of or relating to this Order shall be governed by and construed solely and exclusively in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods, and the UNIDROIT Principles of International Commercial Contracts.

26. Cumulative Remedies, Severability. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing from time to time. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), electronic mail or certified or registered mail (in each case, return

receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

28. Survival. Provisions of this Order which are expressed or implied to survive termination shall remain in force notwithstanding any termination or expiration of this Order including, but not limited to Sections 6 and 12 to 28 (inclusive).