

SCHNEIDER ELECTRIC GENERAL PURCHASING TERMS AND CONDITIONS

1. General provisions - Acceptance

These standard terms of purchase (hereinafter the "Standard Terms") apply to all orders (hereinafter the "Order(s)") placed by the Schneider Electric company referenced on the Order (hereinafter referred to as "SE"). Acceptance of the Order shall be deemed given by the Supplier upon the earlier of acceptance, confirmation, shipment or other performance. The Order is conditioned upon the Supplier's complete acceptance of the Order without modifications or additions. Unless specifically agreed to in a writing by an authorized representative of SE, no additional or different term or provision (except additional warranties given by the Supplier) of any quotation, invoice, acknowledgment or other form supplied by the Supplier shall become part of the Order notwithstanding SE's failure to object to such term or provision, although the parties may use such documents for ease of administration. The Supplier shall also examine all documents/drawings and any other information provided by SE and the Supplier will report any mistake/omission/non-compliance that it may discover within ten (10) calendar days as of receipt of the Order. Failing to do so, within the allotted time, the Supplier shall bear all consequences of those mistakes/omissions at its own expense and risk. For the purposes hereof, SE and the Supplier are collectively referred to as the "Parties" and individually as a "Party".

2. Delivery – Acceptance of Delivery

Supplier shall deliver the goods and/or services (the "Supply") at the time and prices specified in the Order. Stated time limits and quantity commitments are of the essence. Supplier's failure to comply with such requirements shall entitle SE, in addition to any other rights or remedies, to cancel the Order, without liability. Unless otherwise provided in the Order, the Supplies must be delivered according to the DAP incoterm (Incoterms ICC 2010, or carriage-paid for domestic sales) to SE's designated delivery point. The date of delivery is the date the Supply is received at SE's designated delivery point and unloaded at the delivery address stated in the Order. No early deliveries may be made without SE's prior written agreement. Where an acceptance procedure is required under the Order, this will generate, at the Supplier's initiative, a certification by SE of its acceptance of the one or more Supplies, with or without reservations. Unless otherwise authorised by SE in writing and in advance, all components forming the Supply(ies) must be brand new and must comply with all requirements set out in the Order, including those regarding the materials to be used. The Supplier may not make any changes to the parts used and/or add and/or remove components for the Supply(ies) without SE's prior written consent.

3. Late Delivery – Penalties

In the event of delays in delivery or acceptance which are not attributable to an event of force majeure or wrongful conduct by SE, the Supplier shall be liable to pay liquidated damages of 0.5% (zero point five per cent) for each calendar day of delay, to be applied against the amount of the relevant Order, capped at 10% (ten per cent) of that amount. Once that cap is exceeded, SE reserves the right to:

- Claim compensation for its actual losses, and
- Terminate all or part of the Order for breach by the Supplier, at any time, unilaterally and as of law (without prejudice to any damages that SE may be entitled to claim); in which case the extent of the late delivery should be treated as an outright event of default by the Supplier.

4. Order Changes

4.1 Changes by SE. SE reserves the right to change the volumes, delivery dates, and/or the nature of the Supply at any time. Any decreases in cost of performance shall be passed through to SE. If such change results in an increase in cost or time of performance, an equitable adjustment to the price and/or delivery date may be made by mutual agreement. If the Parties fail to reach a written agreement on the terms of an equitable adjustment within fifteen (15) calendar days after the request for changes submitted by SE, SE will be entitled to impose those changes and to apply a reasonable price adjustment.

4.2 Changes by the Supplier. The Supplier shall give SE written notice of (i) any decision to stop manufacturing or selling the Supply(ies), and (ii) of any changes made to the Supply or the manufacturing thereof and, in particular, any changes affecting the process used (including any material changes made to the information systems used by the Supplier or its subcontractors), the procurement of critical components, the design of the Supply(ies) or the location of the production site(s), where such changes affect or could affect the technical specifications, regulatory compliance, useful life, reliability or quality of the Supply. The Supplier shall ensure that such written notice is received by SE at least nine (9) months before the effective date of the discontinuance or the scheduled date of the implementation of those changes. SE reserves the right to refuse any such change and, therefore, to terminate any on-going Order pursuant to Article 18.2. SE shall thereafter have the opportunity to purchase such requirements of the Supply as it deems necessary. In any case, the Supplier remains fully liable for the compliance of the Supply(ies) to the relevant Order and for the consequences of any such changes.

5. Risk of loss

Notwithstanding any control or acceptance procedures completed at the Supplier's premises, risk passes when the Supply(ies) are delivered in accordance with the provisions of Article 2 above. However, if an acceptance procedure is provided for, the Supplier will remain liable for the risks associated with the Supply until SE has issued an acceptance certificate without reservations. Unless otherwise provided in the Order, the Supplies are transported at the Supplier's risk.

6. Packaging and Documentation

6.1 Packaging. The Supply shall be packaged adequately for shipment, storage and preservation and shall include all documentation required for its use, maintenance and upkeep. Packaging shall comply with standard industry practice and any specifications set out in the Order. Packaging is not provided on a consignment basis, unless otherwise provided. If provided on a consignment basis, packaging must be returned at the Supplier's expense. The packaging and any marking for the Supplies shall meet the requirements set out in applicable law, statute, and regulation.

6.2 Documentation. The Supply shall be delivered along with the documentation required for its use, maintenance, and servicing and, where applicable, with any other documentation required under the Order and/or applicable standards.

7. Controls , Authorizations and Certifications

Supplier represents and warrants that the Supply meets the terms of the Order and SE's specifications. Under no circumstances shall the verification work carried-out by SE prior to, during or subsequent to delivery or acceptance discharge Supplier from this obligation.

The Supplier is solely responsible for obtaining all authorizations and certifications required in connection with the design, manufacturing, carriage, installation, inspection and testing of the Supply(ies), from any appropriate administrative authorities.

8. Rejected Goods

SE shall inform the Supplier of any rejected Supply(ies), failing to comply with the specifications set out in the Order and/or agreed by the Parties elsewhere in connection with the Order. Any rejected Supply(ies) will be deemed undelivered/unaccepted Supply(ies) and must be collected by the Supplier, at its own expense, within forty-eight (48) business hours of receipt of the rejection notice. Failing this, the rejected Supply will be returned to the Supplier at its own expense and risk. Where a Supply is rejected, SE may ask the Supplier to replace the Supply as swiftly as possible and, in such a case, SE may charge the liquidated damages set out in Article 3 above as from the date of delivery originally agreed in the Order.

9. Invoicing

Invoices shall be sent to the address in the Order and shall include SE's references and a description of the Supply invoiced, the unit prices, volumes delivered and such other information required by SE from time to time. SE reserves the right to suspend payment of any invoice which fails to comply with SE's requirements. Any disagreement by SE as regards the volume or quality of the delivered Supply or the invoiced price, shall lead to the issuing of a debit note. Supplier shall have forty-five (45) days as from the issuing of the debit note during which to challenge the latter such debit note or invoice will be deemed accepted and Supplier shall then issue the corresponding credit note or make the corresponding refund within five (5) business days.

10. Pricing and Payment Terms

Unless otherwise provided in the Order (i) all prices are firm and include all transportation, insurance, packaging expenses and all other costs, expenses and taxes, and (ii) payment terms are net ninety (90) days from the later of the date of the receipt of a complete invoice or SE's acceptance of the Supply. Supplier hereby authorizes SE to set-off and deduct any and all liabilities, debts and Claims Supplier or its affiliates now or hereafter owe to SE. SE shall have the right to audit the books and records of Supplier to review and confirm Supplier's financial condition as well as Supplier's compliance with the Order.

11. Assignment, Factoring of Accounts Receivables

Supplier shall not assign, transfer or factor all or any portion of its accounts receivable arising under the Order without prior written authorization of SE's accounts payable department. Should Supplier have signed a factoring arrangement and have duly notified and received SE's written approval thereof, all its invoices shall be paid solely to the factoring company and SE shall not owe Supplier.

12. Moulds, Equipment And Testing Tools ("Equipment")

Any Equipment specifically ordered for the fulfilment of the Order becomes the exclusive property of SE as soon as it has been made and may only be used by the Supplier to fulfil Orders placed by SE. If the Equipment is stored at the Supplier's premises, it must be labelled with a SE ownership plate and if requested by SE in writing, it must be immediately returned to SE in good working order. The Supplier is responsible, at its own expense, for servicing the Equipment

and for routine repairs. The Supplier is responsible for the custody and preservation of the Equipment, at its own risk, and must ensure that the Equipment is properly covered by its own insurance policies. If a loss occurs, the Supplier shall restore the Equipment to its original condition, at its own expense and as swiftly as possible, unless the Equipment is found to be unrepairable, in which case it shall compensate SE for its fair market value, which may not be less than 25% of its replacement value.

13. Warranty

13.1 In addition to Supplier's (or its suppliers') standard warranty and/or service guaranty, The Supply will be free from any defect in design, workmanship and/or materials for a period of twenty-four (24) months commencing on the date of delivery or acceptance, whichever is later. Accordingly, if SE or its own customer or end user discovers a defect in or problem with the Supply, the Supplier undertakes to correct, repair or replace the Supply, at its own expense and risk and in its current setting (also covering any staff travel expenses and any disassembly/reassembly costs) so that it operates in compliance with the provisions of the Order and in the manner required for its intended use, in all respects.

13.2 Supplier further represents and warrants that (1) the Supply: (i) is transferred to SE with good and merchantable title and free and clear of all liens, claims and encumbrances; (ii) is of good quality, merchantable and free from defects in design, material and workmanship and is fit for the known purposes for which purchased; (iii) conforms to SE's specifications, the Order, and/or the sample approved by SE; (iv) is completed in a timely, competent and workmanlike manner; and (v) complies with all applicable Governmental Laws, including, without limitation, applicable industry codes and standards; and (2) Supplier has the requisite financial condition to fulfill the Order.

13.3 The foregoing warranties shall survive inspection, delivery and payment, and shall run in favor of SE and its customers. No payment, inspection, acceptance, test, delay, use, resale or failure to inspect, test or discover any defect or other nonconformance shall relieve Supplier of any of its obligations under the Order or impair any rights or remedies of SE.

13.4 Should Supplier fail to effectively comply with its warranty within fifteen (15) calendar days, SE reserves the right to correct or replace it directly or through any third party perform in the place and stead of Supplier at Supplier's sole expense and risk.

13.5 Any service provided and/or part replaced/corrected/repared under this warranty will in turn be covered by this warranty for a period of twenty-four (24) months on the terms and conditions set out above. This warranty covers all parts/services other than those treated as consumables, with a useful life of less than twenty-four (24) consecutive months.

14. Spare Parts

Supplier shall make available all spare parts for ten (10) years after the date of last delivery of any discontinued Supply.

15. Intellectual Property

15.1 Each Party owns or has a license to use its respective patents, copyrights, trademarks, design rights, trade secrets, know-how and other intellectual property and proprietary rights ("IP Rights") created or developed prior to entering into the Order including all modifications, improvements or changes in or to such pre-existing IP Rights. To the extent that any pre-existing materials are contained in or used in

connection with the Supply ("Pre-existing IP"), Supplier grants to SE a worldwide, irrevocable, non-exclusive, fully paid, royalty-free right and license to and to authorize others to use, execute, reproduce, display, perform, distribute and prepare derivative works of such Pre-existing IP.

15.2 Supplier acknowledges and agrees that all discoveries, inventions, technologies, procedures, processes, techniques, formulae, methods, improvements, designs, works of authorship, software, trade names, slogans, service marks, mask work rights, IP Rights and other intellectual property and proprietary rights and derivative works invented, conceived, created, discovered, developed, authored or devised, individually or in collaboration with any other person or entity during the Term or in the course of performing pursuant to the Order (collectively, "Inventions") are "works made for hire" and shall be the sole and exclusive property of SE.

Notwithstanding the foregoing, if any Inventions do not qualify as "works made for hire", Supplier hereby irrevocably assigns, without additional compensation, all right, title and interest in and to all such Inventions, including, without limitation, any and all applications, registrations, renewals, extensions, claims, allowances, reexaminations, reissues, extensions, other protections and all other United States and foreign intellectual property and proprietary rights of any type, nature and description for any and all Inventions throughout the world.

15.3 Supplier warrants that the sale or use of the Supply furnished hereunder will not infringe or contribute to infringement of any IP Right, and shall defend, indemnify and hold SE, its predecessors, successors, assigns and customers (whether direct or indirect), harmless against any and all claims, losses, demands, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) (collectively, "Claims") which they, or any of them, may sustain or incur as arising from or relating to the Pre-existing IP or of a breach of this warranty

16. Confidentiality - Publicity

16.1 Any information and/or data (hereinafter the "Confidential Information"), of any kind whatsoever (including, but not limited to, financial, technical and/or commercial information and/or data) and/or on any type of medium whatsoever, shared between the Parties or to which a Party may have access for the purposes of an Order, must be treated as strictly confidential and used exclusively for the fulfillment of the Order, to the exclusion of any other uses. Any Confidential Information provided by SE will remain the property of SE and/or a Schneider Electric group company. Any disclosure of Confidential Information by SE may not be construed, in any circumstances whatsoever, as expressly or impliedly granting the Supplier any type of right to use or any type of title to the materials, inventions and/or discoveries covered by that Confidential Information. No Confidential Information may be disclosed to a third party without SE's prior written consent, it being agreed that if such a disclosure is authorised, the Supplier shall procure that the said third party complies with this confidentiality undertaking and shall be liable to SE therefore.

16.2 Unless otherwise expressly agreed in advance by SE, the Supplier may not mention the existence of its commercial relationship with SE to third parties or present all or part of the Supply(ies) or results produced in accordance with or on the basis of the Confidential Information supplied by SE and may not use the trademarks, logos and other distinctive signs owned by SE. If the Supplier fails to fulfil any obligation set out above, SE may terminate the Order as of law and without any further formality or compensation.

17. Indemnity and Insurance

Supplier shall defend, indemnify and hold SE, its predecessors, successors, assigns and its customers (whether direct or indirect) harmless against any and all Claims, which they, or any of them, may sustain or incur as a result of (i) any claim of violation of any common law or any federal, provincial, state, local or foreign statute, law, ordinance, rule, regulation, license, permit, authorization, registration, policy or order (collectively, "Governmental Laws" and individually, a "Governmental Law"), (ii) negligence, breach of warranty or strict liability in tort in connection with the use of the Supply, except such as may be caused to the extent of the negligence of SE, and (iii) Supplier's breach or default of the Order.

Supplier shall procure and maintain the following insurance with carriers rated "A" VIII or better by A.M. Best Company (subject to approval by SE), to protect SE and Supplier from any and all Claims as follows:

- Commercial General Liability Insurance, including Products/Completed Operations and Contractual Liability Insurance, with a limit of liability not less than \$5 million combined single limit per occurrence for bodily injury and property damage;
- Workers' Compensation with statutory limits;
- Employers' Liability Insurance with a limit of \$2 million each accident and disease; and
- Automobile Liability Insurance for any auto owned, non-owned, leased, rented or hired and used in the fulfillment of the Order, with a limit of \$2 million combined single limit per occurrence for bodily injury and property damage.

Supplier shall provide a certificate of insurance issued by an authorized representative of Supplier's insurance company, naming SE as additional insured and providing a waiver of subrogation in favor of SE. Upon request, Supplier shall provide SE with a copy of such insurance policy Supplier hereby agrees to purchase, at Supplier's expense, any additional insurance which SE may consider to be necessary in light of the risks relating to performance of the Order.

18. Termination

18.1 SE may cancel any Order at any time prior to (i) shipment for non-specially manufactured goods, or (ii) commencement for services, without any liability to Supplier. If SE terminates after the time set forth in 18.1(i) or (ii) above, SE shall be liable to Supplier for Supplier's actual, documented out of pocket expense expended prior to receipt of notice of cancellation by SE for work and materials procured solely as a result of the Order which cannot be used by Supplier for any other product or service, and in no event shall exceed the purchase price of cancelled Supply (the "Termination Cost").

18.2 SE shall have the right to cancel any Order for specially manufactured Supply, and except as otherwise provided in applicable provisions of a government contract, SE's liability for cancellation of the Order for specially manufactured goods shall be limited to the Termination Cost.

18.3 In addition to its rights and remedies, SE may immediately terminate any Order without liability whatsoever in the following cases:

- Court-ordered, or out-of-court dissolution or liquidation;
- An event of force majeure, the consequences of which last for more than six (6) weeks;
- Supplier's breach or default of the Order;
- Supplier's entering into a factoring arrangement;

- Supplier's inadequate financial condition (as determined by SE); and
- Supplier's failure (as determined by SE) to provide adequate assurance of performance and/or financial condition

SE may terminate an Order, at any time and without any need to show a breach by the Supplier (termination for convenience), by giving prior written notice of three (3) months and paying, as a full and final settlement, (i) the price of any compliant Supply(ies) delivered before the end of the notice period, and (ii) Termination Cost.

19. Disputes – Governing Law

The Order between SE and Supplier is governed by Delaware (USA) law without regard to conflict of law principles and to the exclusion of the provisions of the Vienna Convention of April 11th, 1980 on the international sale of goods.

20. Sustainable development, Ethics and Compliance

20.1. The Supplier undertakes to adhere to and comply with the principles and guidance of the ISO 26000 "Guidance on Social Responsibility" international standard. The basic principles of ISO 26000 are available at

http://www.iso.org/iso/fr/discovering_iso_26000.pdf

The Supplier undertakes to comply with the rules set out in ISO 14001. The Supplier is also informed that the energy performance of the Supply was considered during SE's selection process (in accordance with ISO 50001).

20.2. The Supplier undertakes, in particular to ensure a completely safe use of the Supply(ies), to comply with all laws and regulations in force at the time of the Order or that come into force on or before the date of delivery of the Supply(ies), including both national provisions applicable at the place of manufacturing, transit or delivery (as stated in the Order), and EU provisions, in particular REACH (EC 1907/2006), RoHS (EU 2011/65), F-Gas (EU 517/2014), Ozone Depleting Substances (EC 1005/2009), their annexes, subsequent amendments and implementing legislation.

Under the foregoing, the Supply(ies) may not contain any hazardous substances exceeding the prescribed thresholds unless a valid exemption applies. If an exemption is used, this must be reported to SE using the procedure set out below. SE may not accept the Supply(ies), as defined in Article 2 above, until the Supplier has provided the declarations of substances based on the IEC62474 list (covering, at the very least, REACH and RoHS substances) for all the Supply(ies) and updated material safety data sheets for the materials and preparations, by sending them directly to fr-environment-compliance-mfr@fr.schneider-electric.com, declaring them via BOMcheck (<https://www.bomcheck.net/>), or if requested by SE, within no more than twenty-one (21) days.

In accordance with SE's substances policy designed to eliminate substances of very high concern (SVHCs) from SE's products, the Supplier undertakes:

- to ensure that none of the Supply(ies) contain any of the substances listed in Annex XIV to the REACH regulation after the relevant sunset date.
- not to use the said substances in the Supply(ies) to the extent possible and, at the very least, to report them to SE in accordance with the procedure referred to above and to launch a replacement programme in partnership with SE.

On request, the Supplier shall provide SE with all required supporting documents (including laboratory test results, as recommended in EN 50581:2012) during the statutory retention period.

20.3. In regard to the disposal and treatment of waste electrical and electronic equipment and end-of-life batteries and accumulators and the financing thereof, the Supplier

undertakes to inform SE of the obligations arising under EU legislation and regulations (Directives 2012/19/EU, 2006/66/EC and 2013/56/EU in particular and their implementing legislation) and the legislation and regulations applicable in the country of delivery on the date of purchase and any known developments occurring on or before the date of delivery.

20.4 Supplier certifies and warrants to SE that any Supply that introduces any hazardous materials as defined by applicable Governmental Law into any facility of SE or SE's customer(s) are properly labeled, shipped in proper containers and are accompanied by MSDS (material safety data sheets). Any Supply that introduces any materials or substances regulated under any Governmental Law (including, without limitation, California Proposition 65) shall be properly disclosed, labeled, packaged, shipped and shall be accompanied by material safety data sheets and other documents as required by applicable Governmental Law. Materials that are prohibited by Governmental Law, including, without limitation, asbestos, asbestos containing materials and polychlorinated biphenyls shall not be introduced into the Supply or any facility of SE or SE's customers.

20.5 Supplier shall compensate SE for all costs, damages and losses borne by SE and/or for which it is found liable under third-party claims, owing to Supplier's failure to comply with any of the provisions of this Article 20.

20.6. The Supplier will use its best efforts to report to SE the presence and country of origin of any and all conflict minerals in the Supplies in accordance with the requirements of the US Dodd-Frank Act of 2010, and any similar law arising under any other jurisdiction.

20.7 The Supplier shall also comply with the ethics and anti-bribery/corruption policies implemented and monitored by SE, as referred to or deriving from Schneider Electric Trust Charter

https://www.se.com/ww/en/download/document/SchneiderElectric_TrustCharter/ and in the Responsible Business Alliance (RBA) Code of Conduct that Supplier declares well known to it:

<http://www.responsiblebusiness.org/standards/code-of-conduct/>.

If the Supplier fails to fulfil any obligation described above, SE may unilaterally terminate the Order without any further formality or compensation fifteen (15) calendar days after formal notice with which the Supplier fails to comply.

20.8 In the event SUPPLIER has concerns related to ethics, compliance, or Schneider Electric's Trust Charter, and/or any potential violations of these policies, Supplier is welcome to make use of Schneider Electric's TrustLine. The TrustLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which suppliers can ask questions and raise concerns. Reports can be made using the link below:

<https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

21. Inspection and Audit

SE reserves the right to conduct, directly or through any representative duly authorised by SE, any inspection of the Supply(ies) subject to reasonable prior notice, including at the premises of the Supplier or its main subcontractors. Such inspection shall be conducted during the normal business hours of the Supplier or those subcontractors (or at any time in the event of an emergency), in order to: (a) examine the Supplier's procurement records; (b) inspect, in any manner, the works and/or services making up the Supply, in the

process of being made; (c) inspect, in any manner, the quality, manufacturing and test data for the Supply(ies); and (d) inspect, in any manner, the Supplier's actual compliance with its undertakings under the Order and these Standard Terms. If the Supplier fails to fulfil any obligation described above, SE may unilaterally terminate the Order without any further formality or compensation fifteen (15) calendar days after formal notice with which the Supplier fails to comply.

22. Management of Product and Process Changes

Supplier shall inform SE in writing no less than nine (9) months prior to the date scheduled for the implementation of any material change made to the Supply including, but not limited to, changes affecting the processes, in its or its subcontractors' business operations, information technology systems or processes, the procurement of critical components, the Supply's design, composition or the location of the plant(s). SE reserves the right to refuse any change. All changes remain under the full responsibility of Supplier. Supplier shall repay to SE all the costs borne by SE during, or in the context of, the reclassification of the Supply and/or component affected by the change.

23. DATA & CYBER SECURITY MINIMUM REQUIREMENTS

23.1 Where Supplier has access to, collects, stores or otherwise processes data from or on behalf of SE (e.g. including, as the case may, data from SE customers, resellers, or users) in connection with its provision of the Supply ("Data"), including any data that may be generated by the Supply itself, Supplier shall at a minimum:

- (i) Only access, collect, store or otherwise process Data for the sole purpose of fulfilling Supplier's obligations under the Order, or as otherwise expressly permitted by SE in writing;
- (ii) Maintain reasonable and appropriate administrative, technical and organizational measures and safeguards to preserve and protect the security, integrity and confidentiality of the Data, aligned with applicable industry standards such as ISO / IEC 27001 or IEC 62443;
- (iii) Should the Supply contain any software, firmware or chipsets; the development and productions of such shall demonstrably aligned with good industry practices and standards such as ISO/IEC 27001 or IEC 62443;
- (iv) Comply with any other privacy or security policies or procedures that SE may provide or make available from time to time to the Supplier as the context requires; especially when Supplier has access to SE IT systems or network, either at SE location or remotely; and
- (v) Any infrastructure, systems, services, products or platforms used by Supplier to access, collect, store, or otherwise process Data, including data gathered from third-parties on behalf of SE, shall be developed, maintained, and operated in accordance with industry-recognized security requirements and Secure Development Lifecycle practices, including but not limited to, secure application development, vulnerability management, and compliance with applicable regulations and requirements.

23.2 Supplier shall maintain a reasonable and industry appropriate business continuity plan to ensure its provision of the Supply, taking into account data and cybersecurity risks included in its comprehensive risk analyses, contingency plan and solutions for its continuous delivery and operations.

23.3 In the event Supplier detects a confirmed or reasonably suspected misuse, compromise, or unauthorized

access, destruction, loss, alteration, acquisition or disclosure of any Data, security breach or suspected vulnerability, whether in Suppliers' IT systems or network, or in relation to the Supplier ("Security Incident"):

- (i) Supplier shall notify SE within twenty-four (24) hours through SE's Supplier Breach Notification Portal at: <https://www.se.com/en/work/support/cybersecurity/report-an-incident.jsp#Suppliers> ;
- (ii) Such notification shall contain at a minimum: (a) a brief description of the Security Incident, (b) any SE Systems or Data affected by the Security Incident, (c) any persons involved with the Security Incident, including any persons who made any unauthorized use or received an unauthorized disclosure, if known, (d) what Supplier has done or shall do to investigate the Security Incident, to mitigate any deleterious effects, and to protect against any further harm or other similar Security Incidents; and (e) any other information requested by SE relating to the Security Incident;
- (iii) Take prompt steps to investigate, contain, and remediate any Security Incident and cooperate with SE in any subsequent investigation and response in connection with the Supplier's IT systems or networks, or in relation to the Supply, and evidence demonstrating the completion of those activities. Unless otherwise specified hereto, each party will bear its own cost in relation to its performance and action contemplated as determined herein.

In addition to the above and in case the performance of the Order necessitates specific or enhanced protection measures for Data, the Parties will enter into a specific and appropriate addendum considering the level of cybersecurity required by the circumstances as reasonably determined by SE.

24. Data Privacy

Supplier will comply with all applicable laws, rules and regulations relating to the privacy and confidentiality of personal data in connection with this Order, including, but not limited to the European Union General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), Colorado Privacy Act, the New York Shield Act, the Virginia Consumer Data Protection Act, the Data Protection Laws of Canada (the Personal Information Protection and Electronic Documents Act (PIPEDA), Personal Information Protection Act, SBC 2003 c 63 ('B.C. PIPA'), Personal Information Protection Act, SA 2003 c P-6.5 ('Alberta PIPA'), and the Canadian Anti-Spam Legislation ('CASL'), CQLR c P-39.1 ('the Quebec Private Sector Act').

Supplier will only process personal data on behalf of SE for the purposes described in this Order. Supplier will cooperate in good faith with SE to promptly implement additional contractual terms as may be required for SE to comply with its legal obligations under applicable requirements in the future. Supplier and its subcontractors performing services on behalf of Supplier in connection with the Agreement are strictly forbidden from further uses of personal data that are not compatible with applicable privacy law, rules and regulations and this Order. Supplier shall promptly notify SE if it believes it cannot comply with this section.

25. Taxes

Except as otherwise agreed in writing by SE, SE shall not be liable for any taxes, duties, customs or assessments in connection with the purchase and/or delivery of the Supply.

26. Government Contract Terms and Conditions

If the Supply to be furnished under the Order are to be used in furtherance of any U.S. government contract or subcontract, then all the applicable provisions required to be included in the Order by the applicable government contract or by Governmental Law shall be deemed incorporated herein, including but not limited to all applicable Federal Acquisition Regulation and DOD FAR supplement provisions. Supplier agrees to comply with all applicable Governmental Laws issued pursuant thereto, including without limitation, government procurement laws and regulations, customs rules and regulations, restrictions on export of information, restrictions on dealing with restricted persons and citizens of restricted countries, compliance with equal opportunity requirements, EO13496 Notification of Employee Rights Under Federal Labor Laws and implementation of a supplier diversity plan. Importer Security Filing: For offshore suppliers, which will ship ocean to the U.S. only, Supplier represents, warrants and covenants that it shall fulfill the information data provision requirements detailed in http://www.cbp.gov/xp/cgov/trade/cargo_security/carriers/security_filing/, in cooperation with SE's named customs broker.

27. Import and Export Compliance

27.1 General. Supplier agrees that it is knowledgeable regarding all applicable export, export control, customs and import laws and shall comply with such laws and any instructions and/or policies provided by SE. This shall include securing all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of the Supply and the release or transfer of goods, hardware, software and technology to foreign destinations or nationals.

27.2 Supplier agrees that it will not export, re-export or transfer, including in-country transfer any of the Supply, including, technical data, or software provided to SE without permission from SE except as authorized by law. Supplier agrees that it is not suspended, debarred, or declared ineligible to export by any government entity. In the event that Supplier is suspended, debarred, or declared ineligible by any government entity, SE may terminate this Order immediately without liability to SE.

27.3 Trade Restrictions. SE may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries.

27.4 Shipping/Documentation Requirements. With each Order shipment, Supplier shall provide: (i) a shipping notification including the references and date of the Order, packing list containing the number of parcels and an exact description of the shipped Supply. accompany together with the certificates of conformity and the verification reports, (ii) a commercial or pro forma invoice; (iii) all required security-related information needed for the import of the goods; and (iv) copy of the bill of lading, airway bill, truck bill of lading, or other carrier certificate in transaction where the SE entity acts as the importer of record (IOR). The commercial/pro forma invoice shall include SE legal entity name; contact names and telephone numbers of representatives of SE and Supplier who have knowledge of the transaction; SE's Order number; order line item; part

number; release number (in the case of a "blanket order"); detailed description of the merchandise; quantity; unit purchase price in the currency of the transaction; Incoterms® 2020 and currency used in the transaction; the named place of delivery; "country of origin" of the supply; Harmonized System (HS) Tariff Codes of the country of consignment; the applicable national export control numbers (ECN/ECCN); and if the Supplier is subject to U.S. export regulations, ECCN or ITAR classifications.

27.5 Country of Origin/Preferential Trade Agreements/Duty Drawback. Supplier warrants the accuracy of its declarations of origin, including but not limited to certificates of origin and certificates under Preferential Trade Agreements such that SE can rely on any declarations to determine eligibility for preferential duty under free trade agreements. If Supplier subsequently revokes such declarations, the Supplier agrees, to the extent permitted by law, to indemnify, defend and hold SE harmless from and against any additional customs duty, fees, and other costs or expenses arising out of or in connection with any declared eligibility for a free trade agreement. If the Supply shall be delivered to a destination country having a Preferential Trade Agreement with Supplier's country, Supplier shall cooperate with SE to review the eligibility of the Supply for any special program for SE's benefit and provide SE with any required documentation, including declarations or certificates of origin to support the applicable Preferential Trade Agreement. If Supplier is the importer of record for any Supply purchased hereunder, including any component parts thereof, upon SE's request, Supplier shall provide SE with all necessary customs documentation to enable SE to file for and obtain duty drawback. Supplier shall promptly notify SE of any known documentation errors and/or changes to the origin of goods or to the qualification of supply under a Preferential Trade Agreement. Supplier shall indemnify SE for any costs, fines, penalties, or charges arising from Supplier's inaccurate documentation or untimely cooperation.

28. Fair labor standards certificate

Supplier hereby certifies that the Supply furnished hereunder have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof, and in accordance with all applicable Governmental Laws governing general conditions for labor employed in the production of such goods, and will provide such certification on each invoice. Supplier further agrees to comply with the provision of all rules and regulations including Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974, those of the Secretary of Labor, and executive orders including Numbers 11246, 13375, 11625, 11701 and 11758 applicable to this order regarding non-discrimination because of race, creed, color, sex, national origin, physical or mental handicap or veteran status.

29. LIMITATION OF LIABILITY and STATUTE OF LIMITATIONS

IN NO EVENT SHALL SE BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SE'S LIABILITY FOR ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE ORDER OR UNIT THEREOF WHICH

GIVES RISE TO THE CLAIM. SE SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF SE AS TO THE ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

30. ENTIRE AGREEMENT

This Order, and any documents referred to on the face hereof, constitute the entire agreement between the parties.

31. ASSIGNMENTS AND SUBCONTRACTING

No part of this Order maybe assigned or subcontracted without the prior written approval of SE.

32. Miscellaneous

The Parties expressly agree that there are no joint and several liabilities between SE and its affiliates or between its affiliates themselves may be inferred from the existence of these Standard Terms. If a SE affiliate places an Order to and/or enters into any contract with the Supplier, this will not generate any right for the Supplier against SE and/or any affiliate of SE that is not a party to that Order or contract. A waiver will be effective only if in writing and signed by SE and will be limited to the matter described therein; no such waiver will be or be deemed a waiver of any other, similar, prior, continuing or subsequent matter. Any notice, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid or delivered by overnight courier service with tracking capabilities to the respective addresses of the parties as set forth in this Order (or such other addresses a Party may designate by ten (10) prior days written notice). If any provision of this Order shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Order shall otherwise remain in full force and effect and enforceable. Any failure by a Party to enforce any provision herein or right or remedy available to it on any one occasion shall not be construed as a waiver on any other occasion. Headings included herein are for convenience only and shall not be used to interpret or construe this Order.