

## 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 Eta-com referenced on the Order (hereinafter referred to as “Eta-com”). 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 Eta-com, 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 Eta-com’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 Eta-com 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, Eta-com 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 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 Etacom in addition to any other rights or remedies, to cancel the Order, without liability. No early deliveries may be made without Eta-com’s prior written agreement. Where an acceptance procedure is required under the Order, this will generate, at the Supplier’s initiative, a certification by Eta-com of its acceptance of the one or more Supplies, with or without reservations. Unless otherwise authorized by Eta-com 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 Eta-com’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 Eta-com, 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, Eta-com 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 Eta-com 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 Eta-com: Eta-com 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 Eta-com. 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 Eta-com, Eta-com will be entitled to impose those changes and to apply a reasonable price adjustment.

4.2. Changes by the Supplier: The Supplier shall give Eta-com 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 Eta-com at least nine (9) months before the effective date of the discontinuance or the scheduled date of the implementation of those changes. Eta-com reserves the right to refuse any such change and, therefore, to terminate any on-going Order pursuant to Belgian Law, Eta-com 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 Eta-com 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 Eta-com's specifications. Under no circumstances shall the verification work carried-out by Eta-com 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

Eta-com 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, Eta-com may ask the Supplier to replace the Supply as swiftly as possible and, in such a case, Eta-com 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 Eta-com's references and a description of the Supply invoiced, the unit prices, volumes delivered and such other information required by Eta-com from time to time. Eta-com reserves the right to suspend payment of any invoice which fails to comply with Eta-com's requirements. Any disagreement by Eta-com 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 Eta-com's acceptance of the Supply. Supplier hereby authorizes Eta-com to set-off and deduct any and all liabilities, debts and Claims Supplier or its affiliates now or hereafter owe to Eta-com. Eta-com 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 Eta-com's accounts payable department. Should Supplier have signed a factoring arrangement and have duly notified and received Eta-com's written approval thereof, all its invoices shall be paid solely to the factoring company and Eta-com 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 Eta-com as soon as it has been made and may only be used by the Supplier to fulfil Orders placed by Eta-com. If the Equipment is

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stored at the Supplier's premises, it must be labelled with an Eta-com ownership plate and if requested by Eta-com in writing, it must be immediately returned to Eta-com 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 Eta-com 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 Eta-com 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 Eta-com 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 Eta-com's specifications, the Order, and/or the sample approved by Eta-com;

(iv) is completed in a timely, competent and workmanlike manner;

(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 Eta-com 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 Eta-com.

13.4 Should Supplier fail to effectively comply with its warranty within fifteen (15) calendar days, Eta-com 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 Eta-com 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 Eta-com. 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.

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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 Eta-com, 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 fulfilment of the Order, to the exclusion of any other uses. Any Confidential Information provided by Eta-com will remain the property of Eta-com and/or an Eta-com group company. Any disclosure of Confidential Information by Eta-com 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 Eta-com'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 Eta-com therefore.

16.2 Unless otherwise expressly agreed in advance by Eta-com, the Supplier may not mention the existence of its commercial relationship with Eta-com 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 Eta-com and may not use the trademarks, logos and other distinctive signs owned by Eta-com. If the Supplier fails to fulfil any obligation set out above, Eta-com may terminate the Order as of law and without any further formality or compensation.

Indemnity and Insurance: Supplier shall defend, indemnify and hold Eta-com, 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 Eta-com, and (iii) Supplier's breach or default of the Order.

## 17 Termination

Eta-com 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 Eta-com terminates after the time set forth in 18.1(i) or (ii) above, Eta-com shall be liable to Supplier for Supplier's actual, documented out of pocket expense expended prior to receipt of notice of cancellation by Eta-com 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").

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

17.2 In addition to its rights and remedies, Eta-com 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 Eta-com); and
- Supplier's failure (as determined by Eta-com) to provide adequate assurance of performance and/or financial condition;

Eta-com 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.

## 18 Disputes – Governing Law

The Order between Eta-com and Supplier is governed by Belgium law.

## 19 Inspection and audit

Eta-com reserves the right to conduct, directly or through any representative duly authorised by Eta-com, any

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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);
- (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, Eta-com 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 Management of Product and Process Changes

Supplier shall inform Eta-com 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). Eta-com reserves the right to refuse any change. All changes remain under the full responsibility of Supplier. Supplier shall repay to Eta-com all the costs borne by Eta-com during, or in the context of, the reclassification of the Supply and/or component affected by the change.

## 21 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. Supplier will only process personal data on behalf of Eta-com for the purposes described in this Order. Supplier will cooperate in good faith with Eta-com to promptly implement additional contractual terms as may be required for Eta-com 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 Eta-com if it believes it cannot comply with this section.

## 22 Taxes

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

## 23 LIMITATION OF LIABILITY AND STATUTE OF LIMITATIONS

IN NO EVENT SHALL ETA-COM BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. ETA-COM'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. ETA-COM SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF ETA-COM AS TO THE ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

## 24 Assignments and subcontracting

No part of this Order may be assigned or subcontracted without the prior written approval of Eta-com.

## 25 Miscellaneous

The Parties expressly agree that there are no joint and several liabilities between Eta-com and its affiliates or between its affiliates themselves may be inferred from the existence of these Standard Terms. If an Eta-com affiliate places an Order to and/or enters into any contract with the Supplier, this will not generate any right for the Supplier against Eta-com and/or any affiliate of Eta-com that is not a party to that Order or contract. A waiver will be effective only if in writing and signed by Eta-com 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.

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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.

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