OPTIMAS OE SOLUTIONS LIMITED AND ITS AFFILIATED COMPANIES
GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF PRODUCTS

1. DEFINITIONS

"Buyer' means Optimas OE Solutions Limited or if different the Optimas legal subsidiary specified in the PO.
"Conditions" means the standard terms and conditions set out in this document.
"Contract' means the Order and these Conditions.
"Order" means any order placed or purchase order issued by Buyer.
"Products" means the products and services described or specified in the Order or supplied by Seller to Buyer.
"Seller' means the person firm or company named in the Order.

2. CONDITIONS

These Conditions govern all Contracts for the purchase of Products placed by Buyer with Seller and shall prevail over all prior written or oral statements between Buyer and Seller and any inconsistent terms or conditions contained in or referred to in Seller's quotation or acceptance of order or correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of the Order and these Conditions or any of them shall be binding upon Buyer unless in writing and signed by a duly authorised representative of Buyer. No other condition shall apply to the Contract except as agreed by Buyer in writing. Products supplied before an Order shall have been placed or before acknowledgement by Seller shall be subject to these Conditions. The present Conditions shall be deemed to be stated in each Order and to be applicable thereto even when no specific reference is made to them. Acceptance of an Order by Seller will occur upon the happening of any of the following: (i) receipt by Buyer from Seller of written acceptance of an Order or written notice that Seller will provide the Products; (ii) provision by Seller to Buyer of any Products; and (iii) any other conduct of Seller which recognizes the existence of a contract pertaining to the Products.

3. PRICE

3.1 The price of the Products shall be as stated on the Order or if no price is stated the price shall be the lowest price currently quoted or charged at the date of the Order by Seller for the same or commercially similar products, but not higher than the price last quoted by Seller to Buyer. Unless otherwise agreed in writing, the price shall be:

(a) exclusive of any applicable value added tax (which shall be payable by Buyer subject to receipt of any appropriate VAT invoice), and

(b) a fixed price inclusive of all charges for disposable packing, costs associated with returnable packing and/or containers, carriage, delivery, insurance and all other charges.

3.2 Buyer may set off against the price any amounts due from Seller whether under this Contract or otherwise.

3.3 Upon notice to Seller, Buyer may deduct damages for breach of warranty or of any other provision of the Contract from amounts due to Seller on any invoice, whether or not such invoice relates to the transaction occasioning the breach.

3.4 Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Seller.

3.5 Where off-loading is required, the price shall include Seller providing any special equipment to ensure delivery to the place directed by Buyer.

4. PAYMENT

Unless specified in the Order, Products will be paid for within ninety (90) days of delivery to Buyer.

5. CHANGE

Buyer may make changes to an Order. Any claim by Seller to an adjustment in the purchase price or delivery date(s) due to such change must be asserted by Seller in writing to Buyer within ten (10) days after Seller's receipt of Buyer's change Order; otherwise Seller waives his right to such an adjustment. After receipt of Seller's claim for an adjustment, Buyer may cancel all or part of an Order, without liability to Seller.

6. DRAWINGS, PROGRESS, INSPECTION AND TESTS

6.1 Seller shall be fully responsible for the accuracy and completeness of all instructions, data, drawings and information supplied to Buyer whether or not approved by Buyer unless such inaccuracies or omissions were solely due to instructions, data, drawings or information supplied by Buyer upon which it is agreed by Buyer in writing that the Seller can rely.

6.2 Buyer and its customers will be entitled to inspect and test the Products during manufacture process or storage and to assess progress towards meeting the delivery date. In addition, Seller shall if requested by Buyer give Buyer reasonable notice of all tests and Buyer shall be entitled to be represented at such tests.

6.3 Seller will provide all test reports, drawings, start up service and other engineering service required by Buyer's customer, if Seller has been advised or is otherwise aware of such requirements. Certified test reports shall be maintained by Seller against Buyer's Order number for a period of ten (10) years from date of delivery. Tests should be performed to the relevant governing specifications or variations as specified in the Order

7. SELLER'S PROPERTY

7.1 All patterns, dyes, moulds, tooling, plans, drawings, specifications, samples and other materials supplied by Buyer to the Seller or prepared or obtained by the Seller for and at the cost of Buyer shall be the property of Buyer and shall be labelled and identified accordingly.

7.2 The Seller shall maintain all such items in good order and condition (fair wear and tear expected).

7.3 The Seller shall at its own cost return all such items to Buyer upon demand in good order and condition.

7.4 Should the Seller fail to return the items, Buyer may (without prejudice to any other rights it may have) withhold payment of monies due to the Seller to the value of the items until return of the items.

7.5 The Seller shall not use such items nor shall it permit any other person to use such items for or in connection with any purpose other than pursuant to this Contract unless authorised in writing by Buyer.

8. DELIVERY

8.1 Products shall be delivered to or as required by Buyer carriage paid clearly addressed to Buyer or as required stating the location, order number and job account number in accordance with the confirmation stated in the Order. This detail should be included on all advice notes and invoices rendered. Time of delivery is of the essence. During transit and until delivery Products shall at the time be at Seller's risk. Should Seller wish to deliver the Products earlier than stated delivery date prior consent in writing must be obtained from Buyer.

8.2 If a delivery date specified in an Order cannot be met, Seller will advise Buyer within 3 business days of receipt of such Order and, at Buyer's option (i) a new delivery date will be agreed upon; or (ii) Buyer may cancel all or any part of an Order without any penalty or liability If Seller fails to deliver at the time specified or otherwise breaches this Contract, Buyer, in addition to any other remedies it may have under this Contract or at law, may cancel all or part of an Order with respect to Products not delivered, and without liability for costs relating to the cancelled portion of an Order. Further, Seller shall reimburse Buyer for all claims, charges or costs Buyer incurs as a result of Seller's failure to deliver Product by the Delivery Date In no event shall Buyer be liable for lost profits.

8.3 The property in the Products shall pass to Buyer on delivery without prejudice to any right or rejection and/or cancellation, which may accrue to Buyer.

8.4 Buyer shall not be deemed to have accepted the Products until Buyer has had an opportunity to inspect them and Buyer shall be entitled to reject any Products that are not in accordance with the Contract.

8.5 Without prejudice to Buyer's other rights under this Contract, where Seller delivers Products in quantities exceeding those specified in the Order, or delivers Products earlier than the delivery date stated in the Order without Buyer's prior written consent the following applies: (a) Buyer shall not be obliged to accept or pay for any quantity of Products delivered in excess of the quantity specified in the Order (Excess Products) or for Products delivered earlier than the agreed delivery date (Early Delivery Products); (b) payment for Excess Products and Early Delivery Products shall only become due on the date on which payment for those Products would have fallen due had they been delivered in accordance with the Order; (c) Buyer reserves the right to charge Seller for the reasonable costs of storing any Excess Products or Early Delivery Products at Buyer's storage rate from the date of delivery until the date on which those Products would have been due for delivery or, in the case of Excess Products, until they are returned to or collected by Seller; and (d) Buyer may, at its sole discretion and upon written notice to Seller, require Seller to collect and remove at Seller's cost any Excess Products or Early Delivery Products within two (2) Business Days of such notice, failing which Buyer may arrange for their return at Seller's cost and risk. Buyer's acceptance of any Excess Products or Early Delivery Products in any instance shall not constitute a waiver of its rights under this clause.

9. PACKING

9.1 Products shall be properly and securely packed. Unless otherwise agreed by Buyer in writing, Seller will provide all cases and packing material free of charge.

9.2 Due to health & safety requirements, Buyer's fastener operations will not accept any individual package over 15kg (33lb) (40lb allowed in USA) in weight.

9.3 Without prejudice to Buyer's right of rejection and/or cancellation, damage to Products not properly or securely packed will be charged to Seller.

10 WARRANTY

10.1 Seller shall perform all services in a professional and workmanlike manner in accordance with best industry standards.

10.2 Seller warrants that the Products shall:
(a) Conform as to quantity, quality and description with the Order;
(b) Conform to any specification drawing or sample specified in the Order;
(c) Be of new manufacture and free from defects in material and workmanship;
(d) Be capable of any standard of performance specified in the Order;
(e) Not be counterfeit;
(f) Be free and clear of all liens and encumbrances;
(g) Be free from hydrogen embrittlement and/or hydrogen degradation whether submitted to electro-plating or phosphating or otherwise;
(h) Be manufactured, packaged, tagged and labelled in material compliance with, and all Product literature shall be complete, accurate and materially comply with, all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice; and
(i) Comply with all other warranties implied by law.

10.3 Such warranties shall run to Buyer and its customers and shall continue in full force and effect for five (5) years following delivery to Buyer's end user ("Warranty Period") and Seller shall not be relieved of such warranties by Buyer's inspection of or payment for the Products. Seller will obtain and assign to Buyer or Buyer's customer the warranties provided by the manufacturers or suppliers of material or equipment incorporated into the Products, and will perform its responsibilities so that such warranties remain in full force and effect.

10.4 Seller agrees at Buyer's option to refund, repair or replace, without charge, the Product or any part that is defective and to further bear the full cost of the removal and return of the defective Product and redelivery and reinstallation of the replacement Product. Warranty does not cover parts or Products that have been subject to misuse, negligence or accident by the end user. Seller further agrees to repair units that are not covered by the above warranty for actual cost of repairs not to exceed fifty percent (50%) of current suggested list price. The end user will pay all shipping and delivery charges both ways for such repairs.

11. COMPLIANCE WITH LAW

11.1 Seller shall, comply with all applicable laws, rules, orders regulations, regulatory requirements and codes of practice in connection with its obligations under this Contract. In particular, without limitation, Seller shall comply with all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice (as amended from time to time) relating to:
(a) taxation, exchange controls, anti-trust, anti-money laundering, trade sanctions, financial sanctions, anti- slavery, anti - servitude, anti - forced labour and anti - human trafficking and any other criminal matters which are applicable to Seller, its group, or to their respective parent companies, or to their respective affiliates,
(b) imports, exports, customs and environmental laws including without limitation, Regulation (EC) No 1907/2006 ("REACH"); EU Directive 2011/65/EC (RoHS 2 Directive); EU Directive 94/62/EC of 20 December 1994 on Packaging and Packaging Waste, as amended (Packaging Regulations). In relation to REACH, if Seller is resident outside EU, it shall appoint an EU agent, an Only Representative, to fulfil all its obligations under REACH including its registration obligations, so that Buyer shall not be an importer of the Products,
(c) anti-bribery and corruption including but not limited to the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute an offence under those Acts. In addition Seller shall comply with Buyer's Anti Bribery Policy available on Buyer's website. Where Buyer suspects that Seller is in breach of this condition 11, Seller will permit Buyer or its professional advisors immediate access to Seller's books and records in order for Buyer or its professional advisors to audit and take copies of Seller's books and records to check compliance with this condition,
(d) Federal Acquisition Regulations (FARs) and Executive Orders, as applicable, including, without limitation, those contained at www.Optimas.com/FAR, as amended,
(e) conflict minerals. All material used in the production or manufacturing of product sold to Buyer must be "Conflict Free" material as defined by the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act known as the "Conflict Minerals Rule". Mineral sources/smelters must be reported to Buyer upon request or in the event of a known conflict sources being used within the suppliers supply chain.
(f) cyber security and information security requirements applicable to the Seller's systems and operations.

11.2 Within two (2) days after receipt of Buyer's purchase order, Seller shall provide Buyer with a written list of all hazardous or toxic substances (as those terms are defined by any applicable laws) contained in any Products identified in the purchase order. At the time of delivery, Seller shall identify in an MSDS or other written statement all hazardous or toxic substances (as those terms are defined in any applicable laws) contained in any Product, to the extent required by applicable laws. With the exception of such hazardous or toxic substances so identified, Seller warrants that at the time of delivery by Seller to Buyer each Product shall contain no hazardous or toxic substances. All wood packaging (crates, pallets, etc.) must comply with the International Standards for Phytosanitary Measures (ISPM) No. 15

11.3 Seller will furnish to Buyer any information required to enable Buyer to comply with applicable laws, rules, orders and regulations related to this Contract. And Seller will impose the obligations contained in this clause to its suppliers.

11.4 Seller shall promptly notify Buyer of any applicable export or import requirements or restrictions of any governmental entity with respect to the products or services provided hereunder. Seller will perform its obligations hereunder in compliance, in all material respects, with all applicable foreign, domestic, state and local laws and regulations of all applicable foreign and domestic jurisdictions. SELLER shall provide U.S. and worldwide (import and export) compliance documentation and information for all Product necessary for BUYER to enjoy the benefits of free trade agreements, including but not limited to: the U.S. Department of Commerce's Bureau of Industry and Security's (BIS) Export Control Classification Number (ECCN); Harmonized Tariff System Number or Schedule B Number; United States – Mexico – Canada Agreement (USMCA) blanket certificate of origin (if applicable) or country of origin information; and International Traffic in Arms (ITAR) designation, if applicable, UK/EU TCA, Sanctions & Embargoes, Mill Test Certificate requirements, BIS Compliance for India, and Country of Melt and Pour .

12. CYBER SECURITY

12.1 The Seller shall implement and maintain appropriate technical and organisational measures to ensure the security, confidentiality, integrity and availability of all systems, networks and data used in connection with the performance of this Contract. Such measures shall be no less rigorous than those generally accepted within the industry and shall comply with all applicable laws, regulations and regulatory guidance.

12.2 Without limitation to clause 12.1, the Seller shall:
(a) maintain up-to-date anti-malware protection, firewalls and security patching practices;
(b) implement appropriate access controls, including authentication and least privilege principles;
(c) encrypt data transmitted over public networks and, where appropriate, data at rest;
(d) maintain appropriate backup, disaster recovery and business continuity arrangements; and
(e) conduct periodic vulnerability assessments and, where appropriate, penetration testing.

12.3 The Seller shall ensure that its personnel receive appropriate cyber security awareness training and are subject to confidentiality obligations.

12.4 The Seller shall maintain policies and procedures to detect, respond to and recover from cyber security incidents.

12.5 The Seller shall notify Buyer without undue delay, and in any event within 24 hours, upon becoming aware of any actual or suspected cyber security incident which:
(a) affects or could affect Buyer systems, operations or data; or
(b) results in unauthorised access, loss or disclosure of Buyer data.

12.6 The Seller shall promptly provide all reasonable assistance, information and cooperation requested by Buyer in relation to any such incident and shall take all necessary steps to mitigate and remediate the incident and prevent recurrence.

12.7 Buyer may, on reasonable notice, request evidence of Seller's compliance with this clause, including security policies, audit reports or certifications, and Seller shall provide such information promptly.

12.8 The Seller shall ensure that any subcontractors comply with obligations equivalent to this clause and shall remain fully liable for their acts and omissions.

12.9 Any breach of this clause shall be deemed a material breach of the Contract.

13. INDEMNITY

Notwithstanding anything herein to the contrary, Seller shall protect, defend, hold harmless and indemnify Buyer and Buyer's agents from and against any and all claims, actions, liabilities, losses, costs, damages, and expenses arising in connection with the Contract, including but not limited to:

(a) any death or injury to any person, damage to any property, or any other damage, loss, cost or expense, by whomsoever suffered, resulting or

claimed to result in whole or in part from the supply or use of the Products or from any actual or alleged defect in such Products, whether latent or patent, including actual or alleged improper construction or design of such Products or the failure of such Products to comply with specifications or with any express or implied warranty;

(b) Seller's breach or negligent performance or non performance of the Contract;
(c) Seller's tortious (including negligent) act, omission or default;
(d) any actual or alleged violation by any Product, or their manufacture, possession, use or sale, of any laws, statute or ordinance or any governmental administrative order, rule or regulation;
(e) any claim made for actual or alleged infringement of a third party's intellectual property rights. including but not limited to, infringement of any patent, trademark, copyright, or service mark;
(f) any cyber security incident, data breach or unauthorised access to systems or data caused by Seller.

14. INSURANCE

Seller shall obtain and maintain in force, with a reputable insurance company, Products Liability Insurance and such other policy of insurance as Buyer reasonably requires, in such amounts and containing such other provisions which shall be satisfactory to Buyer. Certificates of Insurance shall be provided to Buyer upon request.

15. CANCELLATION

Buyer may without cause cancel all or any part of an Order with respect to Products not delivered. If Buyer cancels all or part of an Order for Products that have already been delivered to Buyer, Seller shall be entitled to a restocking fee of ten percent (10%) of the actual cost of Products for that portion of the Order that has been cancelled and Buyer shall cover the cost of delivery. The restocking fee and delivery costs shall be Seller's sole remedy for cancellation of delivered Products.

16. CONFIDENTIALITY

Seller agrees to keep this Contract and all information provided by Buyer in connection with the Order confidential. Seller agrees to be bound by any confidentiality obligations imposed on Buyer by Buyer's end user.
Seller shall implement appropriate technical and organisational security measures to protect such information in accordance with clause 12 (Cyber Security).

16. WAIVER

Buyer's failure to enforce any right or remedy shall not be a waiver of such right or remedy or of Buyer's right thereafter to enforce every provision of this Contract. Buyer's waiver of any breach shall not be a waiver of any other breach

17. ASSIGNMENT OR SUBLETTING

Seller shall not assign or sublet all or any of its rights or obligations under this Contract without Buyer's written consent.

18. GOVERNING LAW

The construction, validity and performance of this Contract and all non-contractual obligations (if any) arising from or connected with this Contract shall be governed by the laws of England, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

19. JURISDICTION

If any legal proceedings are brought by a third party against Buyer in any court relating to Products which are the subject-matter of this Contract, then subject to the procedural rules of such court, Buyer may at its option join Seller in such proceedings for the purpose of resolving any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, interpretation or termination and any non-contractual claim, and Seller irrevocably agrees to submit to the exclusive jurisdiction of such court over any such dispute. Subject to the foregoing, any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, interpretation or termination, shall be subject to the exclusive jurisdiction of the English courts.