

GENERAL TERMS AND CONDITIONS OF PURCHASE OF NORMA UK LTD.

1. SCOPE

- 1.1 For any agreement for the supply of products and/or the performance of related works or services (the "**Products**") by a supplier (the "**Supplier**") to NORMA UK Ltd. ("**NORMA**"), these General Terms and Conditions of Purchase (the "**Purchase Terms**") shall apply exclusively.
- 1.2 All other terms and conditions, in particular the Supplier's general terms and conditions or any other terms or conditions which the Supplier purports to apply, rely on, refer to or incorporate or which are implied by trade, custom, practice or course of dealing, shall not apply, irrespective of whether or not such general terms and conditions have been expressly rejected by NORMA. The Purchase Terms shall also apply exclusively if NORMA, having knowledge of other general terms and conditions, effects contractual performance without expressly agreeing to any other terms and conditions.
- 1.3 Any variation to the Purchase Terms, or any additional or special agreements between NORMA and the Supplier, must be in writing in order to be effective.

2. PURCHASE ORDERS

- 2.1 Purchase orders of NORMA are valid only if made in writing (including fax and e-mail) or through NORMA approved electronic data interchange (EDI) by authorised representatives of NORMA.
- 2.2 Purchase orders of NORMA are to be accepted or rejected by the Supplier within one week. A purchase order shall be deemed accepted if the Supplier does not expressly state that it rejects the purchase order within one week.
- 2.3 Changes or amendments to a purchase order require NORMA's express confirmation in order to be effective. The confirmation is subject to the requirements of Clause 2.1. NORMA may request the Supplier to accept reasonable changes in construction or processing of the Products.
- 2.4 Unless otherwise agreed in writing, no remuneration or reimbursement of costs shall be paid for visits or the drawing-up of cost estimates, project studies or other documents preparatory to the conclusion of a contract.

3. SPECIFICATIONS OF PRODUCTS AND COMPLIANCE WITH REGULATIONS

- 3.1 The Products shall comply with the agreed specifications (e.g. drawings for production material and technical specifications for tools and equipment) and shall be state-of-the-art and fulfil the indicated functions and purposes.
- 3.2 The Supplier shall remain competitive with other suppliers in terms of price, technology, quality or other material terms of supply.
- 3.3 The Supplier guarantees that the Products comply with all applicable laws and regulations, in particular with all regulatory requirements under applicable product safety, environmental and export control laws. The Supplier further guarantees to comply with all applicable anti-corruption laws and shall comply with the "NORMA-Group Anti-Corruption and Anti-Money-Laundering Contractual Provisions" policy as available on www.normagroup.com (as amended from time to time by NORMA).
- 3.4 The Supplier warrants that the Products will (a) be free from charges and encumbrances and are sold to the customer with good title; (b) be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), and fit for any purpose held out by the Supplier or made known to the Supplier by NORMA before or at the time the purchase

order was placed; (c) be free from defects in design, material and workmanship; (d) comply with all applicable statutory and regulatory requirements relating to the manufacturing, labelling, packaging, storage, handling, sale and delivery of the Products; and (e) not infringe the patents, copyrights or other intellectual property rights of third parties by the supply, delivery and the use of the Products. The Supplier shall review and inform NORMA in writing of third party as well as its own patent rights, copyrights and other intellectual property rights.

- 3.5 The Supplier will ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations arising out of or in connection with any contract to supply Products to NORMA.
- 3.6 The Supplier shall observe the "Logistics Quality Requirements for Deliveries of Suppliers to the NORMA-Group" policy as available on www.normagroup.com (as amended from time to time by NORMA).

4. **QUALITY AND DOCUMENTATION**

- 4.1 The Supplier shall ensure that in supplying the Products only appropriately qualified personnel are used.
- 4.2 The Supplier shall ensure that any defects identified in Products, as well as other malfunctions or malpractices within the processes in relation to the supply of the ordered Products, will be immediately, latest 48 hours after occurred, notified in writing to NORMA. This applies especially for already delivered Products to enable NORMA to take immediate measures or action.
- 4.3 Any changes concerning the ordered Products or the related processes are subject to NORMA's prior written approval.
- 4.4 The Supplier shall constantly examine and monitor the quality and specification of the Products. Further the Supplier shall keep records of the test results evidencing such quality and specification copies of which shall be provided to NORMA on request.
- 4.5 The Supplier shall permit NORMA and its nominees (which may include customers of NORMA and any authorities) to inspect records and facilities and conduct a reasonable audit to confirm the Supplier's compliance with the Purchase Terms and relevant purchase orders. The Supplier shall ensure, with respect to an audit, that NORMA and its nominees have access to all facilities, records and documents relevant to the placed purchase order to conduct such as audit.
- 4.6 The Supplier shall keep documents related to the Products supplied as required by applicable law and as might be reasonably expected of a prudent supplier for a minimum of ten years and shall secure these documents against unauthorized access and protect against deterioration.

5. **DELIVERY, DELIVERY DATES AND RETENTION OF TITLE**

- 5.1 Unless otherwise agreed in writing, deliveries of the Products shall be made DDP Incoterms® 2010 to the place of delivery specified by NORMA in the purchase order.
- 5.2 Shipment shall be made at the Supplier's risk. The Supplier shall bear the risk of loss, damage or destruction of the Products up to the time of delivery. If installation or assembly or in the case of other works or services are to be performed by the Supplier in relation to the Products supplied, the Supplier shall bear the risk up to the time of completion of the works or services by NORMA.

- 5.3 In all transit documents, consignment notes or other delivery documents, invoices and any other correspondence the complete purchase order numbers of NORMA and any other agreed information shall be stated.
- 5.4 Agreed delivery periods and dates are binding. The actual date of receipt of the Products at the place of delivery specified by NORMA shall be used to determine adherence to the delivery periods and dates by the Supplier. For installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the Products supplied, the time of completion of the relevant works or services by NORMA shall be used to determine adherence to the delivery period and dates by the Supplier.
- 5.5 If circumstances become known to the Supplier as a result of which the delivery periods or dates cannot be adhered to, the Supplier shall inform NORMA thereof without undue delay in writing, stating the reasons and the probable duration of the delay. This shall not affect the agreed delivery periods and dates. In the case of a supply shortfall or any other shortage on the part of the Supplier, the Supplier shall use its best endeavours to preferentially fulfil its supply obligations towards NORMA (e.g. privileged allocation to NORMA).
- 5.6 In the case of default in delivery the Supplier shall pay to NORMA liquidated damages in the amount of 1% of the delivery value for each completed week of such default, but not exceeding a total of 5% of the delivery value. NORMA may claim additional damages; in which case the liquidated damages will be accounted against such additional damages claim. The parties confirm that any liquidated damages payable under this Clause 5.6 represent a genuine pre-estimate of the loss NORMA will suffer as a result of any default in delivery.
- 5.7 Unless otherwise agreed in writing, NORMA will not accept deliveries prior to the agreed delivery periods or dates. In the case of early deliveries, NORMA reserves the right to return the Products at the Supplier's expense and risk for redelivery at the agreed delivery time. If the Products are not so returned, they shall be stored by NORMA up to the agreed delivery periods or dates at the Supplier's expense and risk, and the Supplier shall reimburse NORMA its costs of doing so; alternatively, NORMA may, at its discretion, accept early deliveries, but the initially agreed terms of payment shall apply.
- 5.8 NORMA will accept part deliveries only if separately agreed in writing. In such case the Supplier shall indicate in the delivery documents the remaining portion still outstanding including the delivery periods or dates pertaining thereto.
- 5.9 NORMA will accept retention of title to Products by the Supplier ("**Reserved Products**") if requested by the Supplier at the time the purchase order is accepted, provided that such retention of title shall expire upon payment of the purchase price agreed for the individual Reserved Product, and further provided that NORMA shall be authorised by the Supplier to resell, process and rework the Reserved Products in the course of its ordinary business activities.

6. **PRICES AND TERMS OF PAYMENTS**

- 6.1 Unless expressly stated otherwise, the agreed prices are fixed prices exclusive of any applicable statutory value-added tax which, if applicable, shall be paid in addition to the agreed prices provided it is stated separately in the relevant invoice and the invoice complies with any reasonable requirement of NORMA. The agreed prices include delivery and packaging as well as all ancillary costs.
- 6.2 The Supplier shall send invoices in duplicate to the invoice address indicated in the purchase order. Invoices shall be sufficiently detailed to enable NORMA to determine the

Products and order to which the invoices relate. Invoices shall not be issued prior to dispatch of the Products and shall not be sent together with the Products.

- 6.3 Invoices will be processed by NORMA only if NORMA's purchase order number is accurately quoted and the invoice complies with the requirements of these Purchase Terms. Inaccurate or incomplete invoices shall be deemed not received until such time as they have been corrected or completed; where invoices are inaccurate or incomplete NORMA will inform the Supplier within a reasonable period.
- 6.4 Unless otherwise agreed in writing, payment shall be made within 90 days of the later of delivery of the Products and receipt of the invoice. If NORMA makes payment within 14 days of the later of delivery of the Products and receipt of the invoice, NORMA shall be entitled to an early payment discount of 3%. For installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the Products supplied, the payment periods shall not start before the time of completion of all the relevant works or services in respect of such Products.
- 6.5 If NORMA fails to make any payment which is due and payable to the Supplier the Supplier may charge NORMA interest on the overdue amount at the rate of 3% per annum over the base rate of Bank of England from time to time calculated on a daily basis for the period from the due date to the date of actual payment, before and after judgment.

7. CLAIMS FOR DEFECTS

- 7.1 If the Products are not delivered in accordance with the requirements of these Purchase Terms and the relevant purchase order then, without limiting any of its other rights and remedies, NORMA will have the right to any one or more of the following remedies, whether or not NORMA has accepted the Products:
- (a) to terminate the purchase order immediately by giving written notice to the Supplier;
 - (b) to reject the Products (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to repair or replace the rejected Products;
 - (d) to require the Supplier to provide a full refund of the price of the rejected Products (if paid) within a reasonable period set by NORMA;
 - (e) to refuse to accept any subsequent delivery of the Products which the Supplier attempts to make;
 - (f) to recover from the Supplier any costs incurred by NORMA in obtaining substitute goods or services from a third party; and
 - (g) to claim damages for any other costs, loss or expenses incurred by NORMA which are in any way attributable to the Supplier's failure to carry out its obligations arising out of or in connection with the purchase order.
- 7.2 Where NORMA permits the Supplier to remedy any non-compliance with these Purchase Terms or the relevant purchase order: (a) the Supplier shall bear all costs of subsequent performance to remedy any non-compliance with these Purchase Terms or the relevant purchase order, notably the costs for transport, journeys, labour and material as well as dismounting and installing; and (b) should the Supplier fail to remedy any non-compliance with these Purchase Terms or the relevant purchase order within any reasonable period specified by NORMA, NORMA may exercise any other rights it has under Clause 7.1,

including taking (or procuring that a third party on its behalf takes) any action reasonably required to rectify such non-compliance.

- 7.3 Where Products are to be repaired following delivery to NORMA, unless otherwise agreed with NORMA, such repairs shall be performed at the place where the non-compliant Product is currently located.
- 7.4 These Purchase Terms will apply to any repaired or replacement Products supplied by the Supplier.
- 7.5 Unless expressly stated otherwise, each of the rights and remedies provided by these Purchase Terms are cumulative and do not exclude any other rights and remedies.
- 7.6 NORMA's rights and remedies arising out of or in connection with these Purchase Terms are in addition to NORMA's rights and remedies implied by statute, common law or equity.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Supplier shall indemnify and keep indemnified NORMA, its affiliates and customers against any third party claims in relation to an infringement or alleged infringement by the Products or the Supplier of any third party's patent rights, copyrights or other intellectual property rights.
- 8.2 In the event that the Products infringe patent rights, copyrights or other intellectual property rights of third parties, the Supplier shall use its best endeavours to place NORMA in a position to be able to use the Products as it intended without infringing such intellectual property rights of third parties.

9. PRODUCT LIABILITY AND LIABILITY FOR REGULATORY REQUIREMENTS

- 9.1 In the case that claims are asserted against NORMA for infringement of safety, environmental, export control or anti-corruption laws and regulations or other applicable law (including any national or foreign product liability laws where NORMA's products are sold), or any claim is made against NORMA by a third party for death, personal injury or damage to property, arising out of, or in connection with defects in NORMA's products that are attributable to the delivery of defective Products or which has resulted from any other acts or omissions attributable to the Supplier or its agents or sub-contractors, the Supplier shall indemnify and keep indemnified NORMA on demand against such claims and any loss, damages, costs or expenses incurred or suffered by NORMA in connection with such claims.
- 9.2 The Supplier shall reimburse NORMA for all expenses reasonably incurred for recall actions and other damage prevention actions by NORMA or its customers, e.g. public warnings, to the extent that such actions are due to defects in NORMA's products that are attributable to the delivery of defective Products or which has resulted from any other acts or omissions attributable to the Supplier. NORMA shall inform the Supplier of the type and scope of any such actions and give the Supplier the opportunity to comment thereon.
- 9.3 The Supplier shall take out and at all times maintain adequate product liability insurance and other prudent insurance coverage with reputable insurers sufficient to cover the reasonably foreseeable costs of recall actions and other damage prevention actions as may be incurred by the Supplier including any liability of the Supplier to NORMA for such costs pursuant to Clauses 9.1 and 9.2 above. At NORMA's request the Supplier shall submit copies of such insurance policies to NORMA.

10. OBJECTS AND TOOLS OF NORMA

- 10.1 NORMA shall retain title in any objects made available by NORMA to the Supplier. Processing or reworking of such objects shall always be carried out for NORMA and not for the Supplier.
- 10.2 Any tools or equipment made available by NORMA to the Supplier shall remain the property of NORMA and the Supplier shall ensure at all times they are clearly marked as such in accordance with NORMA's requirements. The Supplier shall use such tools and equipment exclusively for the manufacture of the Products ordered by NORMA. Such tools and equipment shall be at the Supplier's risk while in its possession or control and the Supplier shall indemnify NORMA against any loss, damage or destruction of the tools and equipment (fair wear and tear excepted). The Supplier shall provide adequate insurance for such tools and equipment at their replacement value against loss, damage and destruction of such tools and equipment. Any incidents of loss, damage and destruction to NORMA's tools and equipment shall be notified in writing by the Supplier to NORMA immediately.

11. FORECASTS

- 11.1 Unless otherwise agreed in writing, NORMA may inform the Supplier on a regular basis of the updated expected supply requirements for the Products for the following months. Such forecast shall not be binding until NORMA places purchase orders for the Products in accordance with Clause 2.
- 11.2 NORMA may place purchase orders for Products that exceed the quantities set out in the forecast. The Supplier shall always use its best endeavours to meet the supply requirements of NORMA.

12. TERMINATION OF CONTRACT

- 12.1 NORMA may terminate any contract made pursuant to a purchase order with immediate effect if:
- (a) the Supplier becomes insolvent which shall be deemed to occur if any of the following events occur: (i) the Supplier suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; (ii) the Supplier starts negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (iii) being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier; (being an individual) the Supplier is the subject of a bankruptcy petition or order; (iv) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; (v) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is

appointed over the Supplier; (vi) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; (vii) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraph (i) to paragraph (vi) inclusive;

- (b) the Supplier has breached applicable anti-corruption laws or has failed to comply with the current "NORMA-Group Anti-Corruption and Anti-Money-Laundering Contractual Provisions";
- (c) the Supplier is in default in delivery, and has failed to remedy its default within the additional period for delivery as set by NORMA if required;
- (d) if in NORMA's reasonable opinion, the Supplier is not competitive with other suppliers in terms of price, technology, quality or other material terms of supply; or
- (e) if in NORMA's reasonable opinion, an event occurs which alters the equilibrium of the contract either because the cost of NORMA's performance has increased or because the value of the performance NORMA receives has diminished, provided that such event is beyond NORMA's reasonable control and could not reasonably have been foreseen by NORMA at the time of the conclusion of the contract.

12.2 Termination notices have to be in writing.

12.3 The termination of a contract made pursuant to a purchase order howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued before termination.

12.4 Any conditions that expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. Without limiting the foregoing, the obligations set out in Clauses 7, 8, 9, 10 and 13 shall survive the expiration or termination of the contractual relationship.

13. **CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS**

13.1 The Supplier shall keep confidential all documents, information and data (including, without limitation, drawings, plans, specifications, technical data, samples, processes as well as prices and other contractual terms agreed with the Supplier) which is by its nature inherently confidential or which NORMA orally or in writing marks or designates as or advises to be 'confidential' and which are made available or known or disclosed to the Supplier by or on behalf of NORMA ("**Confidential Information**"). The Supplier shall take precautions to keep such Confidential Information confidential in the same way as its own confidential information, but at least with the due care of a prudent businessman.

13.2 The Supplier shall not disclose Confidential Information to a third party except with NORMA's prior written approval. Disclosure of Confidential Information to employees and officers of the Supplier is permitted only to the extent that disclosure is required for the performance of the Supplier's contractual obligations in relation to NORMA. The Supplier shall impose the same confidentiality obligations on all persons or companies to whom it discloses Confidential Information and shall remain responsible to NORMA for any breaches of confidentiality in respect of such disclosed Confidential Information.

13.3 The confidentiality obligations shall not apply to information

- (a) which had been known to the Supplier prior to receipt of the same from NORMA;

- (b) which was independently developed by the Supplier without reference to or use of NORMA's information;
- (c) which the Supplier lawfully obtained from a third party who was not subject to a confidentiality obligation to NORMA in respect of such information;
- (d) which became known to the Supplier without violation of these provisions or any other obligations of confidentiality or which are or were publicly known; or
- (e) which the Supplier is obligated to disclose based on statutory, official or judicial requirements, in which case the Supplier shall, to the extent permitted by law, inform NORMA prior to such disclosure and shall in meeting such requirements restrict as far as possible the extent of such disclosure.

13.4 Confidential Information shall remain the property of NORMA and may neither be copied nor reproduced by the Supplier without NORMA's prior written approval unless required for the performance of the Supplier's contractual obligations in relation to NORMA. At NORMA's request Confidential Information shall be returned to NORMA or destroyed.

13.5 Where the Products are customised to NORMA in accordance with Confidential Information, none of such Products or documents manufactured by the Supplier in accordance with such Confidential Information may be made available to third parties without NORMA's prior written approval.

13.6 The Supplier may not make public announcements on or otherwise publicly refer to its contractual relationship with NORMA without NORMA's prior written approval.

14. **SET-OFF AND RIGHT OF RETENTION**

Set-off and exercise of a right of retention by the Supplier is excluded.

15. **ASSIGNMENT AND SUBCONTRACTING**

15.1 Without NORMA's prior written approval, the Supplier shall not assign or transfer its rights and obligations under the contractual relationship, neither in part nor in whole. NORMA may assign or transfer its rights and obligations to its affiliated companies, which shall include any subsidiary or holding company of NORMA, and any subsidiary of any such holding company.

15.2 Without NORMA's prior written approval, the Supplier shall not subcontract the performance of any deliveries, works or services to be delivered to NORMA. Irrespective of such approval by NORMA, the Supplier shall remain responsible and be liable for the performance of any subcontractor.

16. **SEVERABILITY**

Should individual provisions of these Purchase Terms be or become invalid, the validity of the remaining provisions shall not be affected thereby.

17. **THIRD PARTY RIGHTS**

Except for any rights granted expressly to NORMA's affiliates and customers, a person who is not a party to the Purchase Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Purchase Terms. Notwithstanding the foregoing, NORMA and the Supplier may vary or terminate a contract made pursuant to a purchase order in accordance with these Purchase Terms without the consent or approval of any Third Party.

18. **WAIVER**

- 18.1 Failure by NORMA to exercise, or a delay in exercising, a right or remedy it may have does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 18.2 No single or partial exercise by NORMA of a right or remedy prevents the further exercise of the right or remedy or the exercise of another right or remedy.
- 18.3 A waiver by NORMA must be in writing to be effective and does not constitute a waiver of a subsequent or prior breach by the Supplier.

19. **GOVERNING LAW AND PLACE OF JURISDICTION**

- 19.1 These Purchase Terms and all legal relations (including all contractual or non-contractual obligations arising in any way whatsoever) between NORMA and the Supplier pursuant to these Purchase Terms (including the jurisdiction provisions) are governed by, construed and take effect in accordance with English law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 19.2 The courts of England shall have exclusive jurisdiction in respect of these Purchase Terms and all legal relations (including all contractual or non-contractual obligations arising in any way whatsoever) between NORMA and the Supplier pursuant to these Purchase Terms save that NORMA at its election may make any claim in connection with these Purchase Terms and all legal relations (including all contractual or non-contractual obligations arising in any way whatsoever) between NORMA and the Supplier pursuant to these Purchase Terms in the same jurisdiction as that in which the Supplier has its registered office.