General Terms and Conditions of Purchase of SCHROTH Safety Products LLC

I. Preface, Scope of Application

1. Any and all offers of the Contractor / Supplier / Seller (hereinafter referred to as "Supplier") and orders placed by SCHROTH Safety Products LLC (hereinafter referred to as "SCHROTH") with regard to the supply of goods and/or the provision of services (hereinafter referred to as "Deliveries") under a purchase contract, a contract for work and services, or a service contract for SCHROTH shall be made exclusively on the basis of these General Terms and Conditions of Purchase of SCHROTH (hereinafter referred to as "Purchase Terms"). Any and all contrary general terms and conditions of the Supplier, or terms and conditions which deviate from these Purchase Terms or from statutory provisions, do not become part of the contract, even if SCHROTH acts in knowledge of them, unless their application is expressly agreed to in writing. SCHROTH expressly objects to the application or use of any terms and conditions of the Supplier. This general objection and requirement of express written consent will also apply even if SCHROTH accepts Deliveries from the Supplier without reservation or makes payments to the Supplier without reservation.

2. Within the scope of an ongoing business relationship, these Purchase Terms shall also apply to any and all future purchase orders or contracts (jointly “Purchase Orders”) concluded by and between SCHROTH and the Supplier, without a need for SCHROTH to refer to them again in each individual case.

3. Any and all commercial terms shall be construed in accordance with the Incoterms® as amended at the time of the conclusion of contract.

4. Insofar as these Purchase Terms require the written form, the text form (such as fax or email) shall suffice to comply with the written form requirement. Unless otherwise agreed, the content of verbal agreements shall only be binding if confirmed by the parties in writing in the corresponding Purchase Order.

II. Submission of Offers and Orders

1. Any and all offers, quotes, or prices made by the Supplier bind the Supplier and have to be made free of charge for SCHROTH. Likewise, the preparation of drawings, plans, and the like by the Supplier must be made free of charge, unless otherwise agreed upon in the contract. SCHROTH may accept an offer of the Supplier within 14 days through the issuance of a Purchase Order. The commitment period begins upon receipt of the offer by SCHROTH. SCHROTH will communicate a purchase order number (the “Purchase Order Number”) to Supplier by telephone, fax or e-mail.

2. Orders by SCHROTH are only binding if they are made in writing through a Purchase Order. The Supplier shall accept orders in writing and such acceptance shall be received by SCHROTH within 7 days as of the order date, otherwise SCHROTH is no longer bound to its order. No terms or conditions delivered with or contained in Supplier’s quotations, acknowledgements, acceptances, specifications or similar documents will form part of the Contract, and Supplier waives any right which it might have to rely on such terms or conditions. Supplier shall accept the Contract either expressly by written statement or impliedly by fulfilling the Contract in whole or in part.

3. Drawings, tolerance data, and other documents referred to in an order shall form part of the Purchase Order, unless the Supplier specifies otherwise in its acceptance.

4. The Supplier shall notify SCHROTH of any and all obvious errors, typographical and calculation errors and any incompleteness in documents and drawings provided by SCHROTH for the purpose of correction or completion prior to acceptance of the order, so that the order can be corrected. This also applies to missing documents.

III. Prices and Payment Terms

1. The prices agreed to between SCHROTH and the Supplier are lump sum fixed prices, unless otherwise agreed. The agreed prices are DDP (to the place of delivery specified in the contract) (Incoterms® 2020) plus the statutory sales tax as amended from time to time (if applicable), and including any and all ancillary costs such as costs for packaging, insurance, freight and storage, customs duties, etc. The statutory value added tax applicable in each case shall be shown separately in the offers and invoices.

   A discount period does not commence in case SCHROTH accepts partial Deliveries by the Supplier provided that they are permitted by way of exception.

2. SCHROTH shall have unlimited rights of set-off and retention to the statutory extent.

3. All order confirmations, delivery papers and invoices must include the order number, article number, stock order number (if available), delivery quantity, and delivery address. Without prejudice to any other rights, if one or more of these details are missing and this leads to a delay of the processing by SCHROTH in the normal course of business, the payment periods referred to in paragraph 3 shall be extended by the period of delay.

4. Furthermore, the Supplier shall adhere to the order of the quotation items in its invoice. In addition, the invoice must contain all information required for tax and customs purposes. Until receipt of an invoice in accordance with these requirements, SCHROTH already asserts a right of retention against the Supplier's payment claim.

5. If and to the extent that the Supplier's Deliveries are part of a customer order which is subject to price verification by public authorities, the Supplier shall guarantee and warrant that the prices and charges set out in the price determination on the basis of cost price are in accordance with the rules of pricing law required by the public sector. The Supplier agrees to a review by the public authorities.

IV. Delivery and Delivery Dates

1. Deliveries shall be made on the basis of DDP to the place of delivery specified in the contract (hereinafter referred to as "Place of Delivery"), unless otherwise agreed.

2. If and to the extent that permits are necessary for the execution of the Deliveries, the Supplier shall obtain them at its own expense.

3. The Supplier is obliged to secure the packaging of the Deliveries and to insure them for transport. Unless otherwise agreed, the Supplier is not entitled to make partial Deliveries. All items must be properly prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by SCHROTH for packing, crating, or cartage unless so stated in the order.

4. The contents of the Deliveries must be clearly marked with the article number and the article description, and include the Purchase Order Number on every packing sheet, invoice and every other communication related to this order; all delivery documents must be enclosed with the delivery. The batch splitting by packaging unit must be guaranteed and documented accordingly on the delivery documents. All shipments to be forwarded on one day via one route must be consolidated. To the extent practicable, items ordered under separate Purchase Order Numbers shall be segregated within the pallet, box or shipping container. A separate packing sheet for each order included in a shipment, showing Purchase Order Number, must be included with each shipment.

5. As agreed upon, the inspection certificates must arrive together with the respective delivery or must be sent immediately after receipt of the Deliveries.

6. In case a contract does not contain any information about the Delivery Date, the Deliveries shall be delivered within 14 calendar days after acceptance by Supplier of SCHROTH’s Purchase Order. This shall also apply to orders placed by SCHROTH on the basis of a list of deliveries and services of the Supplier, even if the list contains other delivery periods or dates. They will only be decisive in case of an explicit written confirmation given by SCHROTH.

7. The agreed delivery date (hereinafter "Delivery Date") is binding and the Supplier is obliged to deliver the Deliveries to the Place of Delivery on the Delivery Date. Time is of the essence for shipment or delivery and to any other performance required of Supplier. Shipment or delivery shall be on the Delivery Date in accordance with the schedule set out in the purchase order and in exact quantities ordered. If it appears Supplier will not meet such schedule or if Supplier fails to meet such schedule, Supplier shall, upon request of SCHROTH and in addition to any other rights or remedies provided to SCHROTH by law, these Purchase Terms, or under this purchase order, ship via expedited routing as necessary to either meet the applicable schedule or to recover the maximum possible time lost by failure to ship or deliver on schedule. The difference between the expedited routing and the purchase order routing cost shall be borne by Supplier. SCHROTH reserves the right, at Supplier’s expense, to return any goods shipped in advance of the schedule set out in the purchase order.

8. If delivery delays are anticipated, the Supplier shall immediately inform SCHROTH of this verbally and shall obtain SCHROTH's decision on the continuation of the order in writing. The agreed Delivery Date will not be changed by the notification of any anticipated delays in delivery. The acceptance of the delayed Deliveries without reservation shall not constitute a waiver of any rights of SCHROTH by reason of the delayed Deliveries.

9. All items are subject to final inspection and acceptance by SCHROTH at the destination notwithstanding any prior payment or inspection at the source. Acceptance of any items by SCHROTH shall not be deemed to alter the obligations of Supplier or the rights of SCHROTH and its customers under the Warranty clause or any other provision of the relevant Purchase Order.

10. In case the Supplier is in default of delivery, SCHROTH will be entitled to demand from the Supplier the payment of late delivery fee in the amount of 0.5 % of the agreed net price for each commenced calendar week, not to exceed, however, a total of 5 % of the agreed net price of the delayed Deliveries. The right to claim further damages remains unaffected. However, any paid late delivery fees shall be deducted from any such claim for damages. SCHROTH may also claim the late delivery fee for delivery of nonconforming goods after inspection.

11. Events of force majeure entitle SCHROTH to defer the fulfillment of its obligations by the duration of the impediment caused by the force majeure as well as by an appropriate start-up period. Any other inevitable events not attributable to SCHROTH shall be deemed as events of force majeure, in particular measures in terms of monetary policy, trade policy and other sovereign measures, strikes, lock outs, significant interruptions of operations (such as fire, machinery breakage, lack of resources or energy) as well as obstructions of transport routes – which are not only temporary – and which make the fulfillment of Supplier or SCHROTH's obligations substantially difficult or impossible. Should the duration of events of force majeure or their equivalents exceed three months, either SCHROTH or the Supplier shall be entitled to rescind the contract. SCHROTH will inform the Supplier about the beginning and the end of such events as soon as possible.

V. Receipt and Acceptance of Deliveries

1. Deliveries will only require acceptance if expressly agreed upon between SCHROTH and the Supplier or if required by statutory provisions. As a matter of principle, partial acceptances shall be excluded.

2. SCHROTH shall notify Supplier if any items delivered hereunder are rejected for being nonconforming, and, at SCHROTH's election and Supplier's risk and expense, such items may be returned to Supplier. Supplier shall issue SCHROTH a credit for all costs and expenses, including a late delivery fee, if any, with respect to such rejected items or replace or correct rejected items, at SCHROTH's election.

3. For the acceptance of goods, the Supplier shall observe the information provided by SCHROTH in the order as well as any and all other agreed requirements. SCHROTH may enforce any remedy defined in these Purchase Terms or the Purchase Order for any rejected Goods.

VI. Passing of Risk and Title

1. The risk of accidental loss and accidental deterioration of the Deliveries shall pass to SCHROTH upon their handover at the agreed Place of Delivery.

2. In case an acceptance of the Deliveries is required, the risk of accidental loss and accidental deterioration of the Deliveries shall only pass to SCHROTH upon their acceptance.

3. The title to the Deliveries is transferred to SCHROTH at the time of delivery. In case the Supplier retains title in breach of contract, SCHROTH will reserve its right to unconditional transfer of title of the Deliveries, even if SCHROTH accepts the Deliveries.

4. If and to the extent that, by way of exception, SCHROTH and the Supplier agreed upon a retention of title, this will have the effect of a temporary retention

of title, as agreed. SCHROTH rejects any and all extended or overall retention of title. Title to the Deliveries shall pass from the Supplier to SCHROTH upon payment of the purchase price at the latest. In the ordinary course of business, SCHROTH is entitled to combine, process or mix Deliveries which have been delivered under retention with effect for itself and SCHROTH is entitled to resell them

VII. Guarantee and Warranty

1. The Supplier warrants that the Deliveries correspond to the agreed design and construction. In particular, the Supplier warrants that its Deliveries comply with the current state of the art, the statutory safety regulations and other applicable regulations, the agreed properties and specifications, any and all technical, chemical, and physical data, specimen or samples as well as with any and all other agreed properties or any and all properties resulting from other information provided by the Supplier or by a manufacturer other than the Supplier. The Supplier shall comply with any and all generally recognized standards, in particular ISO etc. standards issued by the Association of American Engineers.

2. Any approval of samples or specimen declared by SCHROTH does not imply any limitation of warranty rights. Claims and rights of SCHROTH on account of defects shall remain unaffected by such an approval.

3. Upon delivery, SCHROTH will only inspect the Deliveries with regard to their quantity, type of goods, potential transport damage apparent upon examination of the packaging, any externally visible damage of the Deliveries as such as well as any other apparent defects. At any rate, a notification of defects shall be deemed to be made in good time if it is made within a period of five (5) calendar days after delivery or, in case of hidden defects, within five (5) calendar days after the detection of the defect. SCHROTH shall not have any other obligations exceeding the aforementioned duty of inspection, notification, and rejection.

4. Supplier warrants that all goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. Supplier warrants that all services performed hereunder shall be performed in a good and workmanlike manner by qualified, trained personnel, free from errors. Supplier's warranties shall be enforceable by SCHROTH and shall run to SCHROTH's customer(s).

5. In case of defects in quality, the warranty period shall be 36 months as of passing of risk.

6. Upon receipt by the Supplier of the written notification of defects from SCHROTH, the limitation period for claims in connection with the defects shall be suspended until an agreement has been reached with the Supplier on the remedy of the defect and any consequences thereof; however, the suspension shall end six (6) months after the Supplier has finally rejected the notification of defects.

7. After a new delivery has been made, the warranty period for newly delivered Deliveries shall commence again, unless, based on the behavior of the Supplier, SCHROTH had to assume that the Supplier did not feel obliged to take the measure, but only carried out the Subsequent Performance for reasons of goodwill or similar reasons.

VIII. Industrial Property Rights

1. The Supplier shall ensure that third parties are not entitled to assert any rights with regard to the Deliveries, in particular no rights in rem and industrial property rights such as patent, trademark, utility model, design and copyrights (hereinafter together referred to as "Property Rights") and that third parties' property rights are not infringed.

2. In case a third party asserts claims against the Purchaser on account of an infringement of Property Rights with regard to the Deliveries of the Supplier, the Supplier shall, at the discretion of SCHROTH and at its own expense, obtain a right of use, modify its Deliveries in such a way that the Property Right is not infringed, or replace its Deliveries by a new one which is free of Property Rights of third parties.

3. The Supplier shall indemnify and hold SCHROTH harmless against any and all claims for damages and reimbursement of expenses by third parties which are, according to the allegation of the third party, asserted against SCHROTH on account of an infringement of Property Rights by the Deliveries attributable to the Supplier.

4. Any and all further statutory rights of SCHROTH due to defects in title of the Deliveries shall remain unaffected.

5. Section VII.6. shall apply accordingly to the limitation period for claims in connection with defects in title.

6. Unless otherwise stated in the corresponding Purchase Order, Supplier grants SCHROTH a royalty-free license over the Deliverable. This license is perpetual and irrevocable and grants SCHROTH the right to use and incorporate the Deliverables as part of SCHROTH's business products.

IX. Indemnity and Insurance

1. Supplier shall indemnify, hold harmless, and defend SCHROTH, its subsidiaries or affiliates and their respective officers, directors, agents, representatives, employees, subcontractors, customers, users of Supplier's goods and services from any and all claims (including, without limitation, claims by vendees of SCHROTH), liabilities, damages and expenses (including attorneys' fees) arising from or related to (i) the negligence (including strict liability), gross negligence or willful misconduct of Supplier, its affiliates and their respective employees, contractors, subcontractors, vendors and agents (the "Indemnifying Parties"), (ii) contamination of or adverse effect on the environment, (iii) violation of any law or regulation or Section XVII herein, or (iv) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party.

2. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance of goods or services. In any interparty dispute, the prevailing party shall be entitled to reasonable legal costs and expenses, including attorneys' fees.

3. The Supplier is obliged to take out and maintain at its sole cost, and shall require any subcontractors it may engage to maintain at all times while transacting business with SCHROTH and for two (2) years following acceptance of goods and services hereunder, general commercial liability insurance and statutory worker's compensation/employer's liability insurance, with one or more insurance companies licensed to do business in the state where the work is performed and with a rating of not less than A, A- or better as shown in the most current issue of the A.M. Best Rating Guide. Supplier shall carry a minimum amount of general commercial liability coverage of US$3,000,000.00 (three million US dollars) and shall name SCHROTH as additional insured. Upon request, the Supplier shall send SCHROTH a copy of the liability policy at any time.

4. At SCHROTH request and when the Deliveries are delivered parts that may be integrated into aircraft and spacecraft, Supplier shall take a separate liability insurance for this sector under the same terms as those listed in the preceding section IX.3.

X. Tools, Models and Drawings

1. Tools, devices and other objects, including IP rights, manufactured or procured by the Supplier at the expense of SCHROTH (hereinafter referred to as "Tools") shall become the property of SCHROTH upon procurement. They shall be reasonably kept, maintained and renewed by the Supplier free of charge for SCHROTH, so that they can be used at any time. Further obligations of the Supplier with regard to the Tools are set forth in section XI.

2. SCHROTH reserves the title as well as any and all industrial property rights (patent and trademark rights, rights of use, design and copyrights) with regard to models, samples, designs, drawings, illustrations, calculations, descriptions and other documents (hereinafter referred to as "Documents") which SCHROTH made available to the Supplier at the time of the order or under a contract. Without the express consent of SCHROTH, the Supplier may neither make them available to third parties nor disclose them, use them or use them by means of third parties, or duplicate them. Upon request by SCHROTH, the Supplier shall return the Documents to SCHROTH, if the Supplier does no longer need them in the ordinary course of business or the negotiations do not lead to a conclusion of contract. In this case, any and all copies made by the Supplier shall be destroyed; this shall not apply to the storage within the scope of statutory record retention obligations and the storage of data for backup purposes within the scope of the usual data backup.

XI. Tools

1. In case SCHROTH provides the Supplier with materials, tools or other means of production (hereinafter referred to as "Tools"), SCHROTH retains title to these Provisions. The Supplier may only use the Tools for orders of SCHROTH. The Tools shall be stored free of charge, kept safe, and title marked accordingly. The Supplier shall bear the risk of accidental loss and accidental deterioration of the Tools. The Supplier shall carry out the maintenance and repair of the Tools at its own expense.

2. The Supplier is obliged to insure the Tools at its own expense against theft, breakage, fire and water damage and to prove this to SCHROTH upon request, naming SCHROTH as additional insured. With immediate effect, the Supplier authorizes SCHROTH to assert claims under these insurances against the insurance company with regard to SCHROTH's Provisions.

3. The Supplier is only entitled to combine, mix, and process or remodel the Tools with the prior written consent of SCHROTH. Any processing or remodeling (hereinafter jointly referred to as "Processing") of the Tools is made at the request and for the benefit of SCHROTH as manufacturer without obliging SCHROTH. The processed Provisions to which SCHROTH acquires ownership shall also be considered as Tools within the meaning of this Section XI. In case the Tools are combined or mixed with articles which are not the property of SCHROTH, SCHROTH will acquire co-ownership of the newly manufactured goods. The scope of such co-ownership is the share corresponding to the invoice value of the Provisions to the invoice value of the other goods. In case SCHROTH's ownership expires due to Processing, the Supplier assigns to SCHROTH, effective immediately, any and all ownership rights accruing to the Supplier in the new article to the extent of the invoice value of the Provisions and will safeguard the new article for SCHROTH free of charge. The co-ownership rights shall be considered as Tools within the meaning of this section XI.

4. In the event of repossession, or any attempt to take possession by third parties regarding the Tools, the Supplier must notify SCHROTH immediately.

XII. Spare Parts

1. The Supplier shall inform SCHROTH at least six (6) months in advance of any changes to the spare parts for the Deliveries, for example due to the state of the art.

2. The Supplier undertakes to keep spare parts for the products delivered to SCHROTH available for a period of at least ten (10) years after the respective delivery.

3. In case the Supplier intends to discontinue the production of spare parts for the products delivered to SCHROTH, the Supplier shall inform SCHROTH of this immediately after the decision to discontinue production. Without prejudice to any other obligations, this notification must be made at least twelve (12) months before the end of production.

4. In case the Supplier is no longer in a position to supply spare parts, whether due to justifiable or unjustifiable circumstances, he will assure, in coordination with SCHROTH, the provision of the necessary capacities by third parties and will undertake to grant the necessary licenses and provide technical support. The terms and conditions agreed between the parties shall also apply to Deliveries for the spare parts market.

XIII. Trade Secrets

1. The Supplier shall be obliged to treat SCHROTH's orders, technical details such as illustrations, drawings, calculations, know-how, trade secrets, and other information or documents which the Supplier receives from or regarding a contract with SCHROTH (hereinafter referred to as "Information") with confidence.

2. The parties shall keep confidential all information disclosed by a party ("Disclosing Party") designated as confidential or reasonable known to be confidential, including, but not limited to, designs, processes, drawings, specifications, reports, data and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns and other items furnished or disclosed to the receiving party ("Receiving Party") in connection with this purchase order ("Confidential Information"). The Receiving Party shall not disclosure such information to any third party without the written consent of Disclosing Party and shall not use such Confidential Information except as contemplated in this purchase order. Upon completion or termination of this purchase order, the

Receiving Party shall return all Confidential Information to the Disclosing Party or make such other disposition thereof as may be directed and approved by Disclosing Party and shall certify to such return or destruction.

3. The Supplier shall oblige its employees and other persons, who have access to the Information, to hold the Information in confidence to the same extent.

4. The foregoing obligations shall not apply to Information which a) was already demonstrably known to the Supplier at the time of conclusion of the contract or which is subsequently disclosed by a third party without any breach of a confidentiality agreement, statutory regulations or official orders; b) is publicly known at the time of conclusion of the contract or is subsequently made public, unless this is due to a breach of this contract; c) is disclosed on the basis of statutory obligations or by order of a court or an authority.

XIV. Liability and Termination

1. SCHROTH shall not be liable to the Supplier for any damages and reimbursement of expenses, irrespective of the legal grounds (contract, tortuous act, breach of contractual obligations, indemnification, etc.). SCHROTH's liability shall not exceed, in any event, the value of the corresponding Purchase Order.

2. SCHROTH may, by notice to Supplier, terminate in whole or in part this purchase order in the event of suspension of Supplier's business, insolvency of Supplier, institution of bankruptcy, reorganization, or liquidation proceedings by or against Supplier, the appointment of a trustee or receiver for Supplier's property or business, any assignments by Supplier for the benefit of creditors or a breach that is not cured after notice detailing such breach. The rights and remedies of SCHROTH provided in this Termination clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this purchase order.

3. SCHROTH may terminate all or any portion of this purchase order at any time by giving notice to Supplier with thirty (30) days' notice. In the event of termination without cause, SCHROTH's liability shall be the lesser of: (a) a reasonable price for raw materials, components, work in progress, and any finished units on hand; or (b) the contract price per finished unit, after giving effect to any discount SCHROTH would otherwise be entitled to.

4. If SCHROTH's liability is limited or excluded pursuant to the preceding sections, the limitation shall equally apply to the respective personal liability of assistants, vicarious agents, legal representatives or employees of SCHROTH.

XV. Relationship of the Parties, Assignment, Prohibition of Set-Off, Rights of Retention

1. The Supplier is not entitled to use subcontractors without the written consent of SCHROTH.

2. The relationship of the parties is that of independent parties dealing at arm's length and nothing in the Contract may be construed to constitute Supplier as an agent or employee of SCHROTH or so as to have any kind of partnership with SCHROTH's customers, and Supplier must not represent itself as or act on behalf of SCHROTH or its customers.

3. Nothing herein shall be construed as creating an exclusive relationship between the parties regarding any goods or services.

4. The Supplier is not entitled to assign its claims under the contractual relationship to third parties. This does not apply to monetary claims.

5. In case SCHROTH can assert payment claims against the Supplier, the Supplier will only be entitled to set off against such claims, if the Supplier's counterclaim is undisputed, established as final and absolute, or if the claim which the Supplier intends to set off is in a reciprocal relationship with SCHROTH's claim. The foregoing shall apply accordingly to the assertion of rights of retention.

XVI. Data Privacy and Data Security

1. The Supplier warrants that it will comply with any and all applicable data protection laws and to have obtained any and all authorizations required by applicable law with regard to personal data which SCHROTH transfers to Supplier or makes available to Supplier for processing within the scope of this Purchase Terms and during the term of this business relationship. The Supplier will indemnify and hold SCHROTH harmless for any and all costs, claims, and liability which we incur or suffer on the grounds of a breach of this warranty.

2. The Supplier hereby declares to have received and acknowledged SCHROTH's "Data privacy statement". In the event that the person processing, controlling or handling the data is not the Supplier, the Supplier hereby undertakes to have such data persons agree to abide by this "Data Security Notice" regarding the data or personal information provided by SCHROTH that they process, control or handle within the scope of this contractual relationship.

3. The Supplier alone is responsible to the data subjects and third parties for the permissibility of the processing of personal data carried out on the Supplier's behalf in accordance with its instructions.

4. We regularly check the creditworthiness through one or more US National Credit Unions, including access to Supplier's FICO® score when negotiating or concluding contracts and as necessary based on business needs and requirements. Supplier hereby authorizes SCHROTH to conduct such reasonable credit checks and agrees that such credit information may be used by SCHROTH to grant, deny or limit the availability of products and/or payment terms.

5. The data necessary for the processing of these Purchase Terms are blocked and will be treated as confidential. Within the scope of initiating, entering into, processing, and handling the contractual relationship and/or any other cooperation, we collect the following information:

   Title, first name, surname, academic title

   E-mail addresses

   Address

   Telephone number (landline and/or mobile)

   Fax number

   Bank details

   Position in the company.

6. The data will be processed at Supplier's or SCHROTH's request and is required for the aforementioned purposes in order to fulfil legal obligations. The personal data collected by us for the contract will be stored until the contractual relationship is completely processed and thereafter deleted, unless the statutory retention periods require longer storage and/or you have consented to further storage as provided by law or regulation.

7. You have a right to information and a right to correct, block, or delete your personal data. Please contact rfq@us.schroth.com or send your request to us by fax or mail. Furthermore, you have the right to object to the processing of your personal data at any time. You also have the right to lodge a complaint with a supervisory authority about the processing of your personal data by our company. However, we reserve our right to transmit data for an appraisal of creditworthiness. The supplier may withdraw such right at any time. [JMD. This should be checked with Data Privacy counsel in the EU. I do not think it applies in this case.]

8. Only SCHROTH entities and third-parties in need of certain personal data to fulfil our contractual and legal obligations have access to such data. Insofar as this is necessary for the initiation, entering into, processing and handling of contractual relationships and/or for other cooperation, your personal data will be passed on to third parties. This includes, in particular, the passing on to subcontractors, cooperation partners and their representatives, lawyers and tax consultants, courts and other public authorities, to translators for the purpose of correspondence and for the assertion of claims and/or rights and/or for the defense of rights, and to IT service providers which we use within the scope of order processing. The transmitted data may be used by the third party exclusively for the purposes mentioned. Your personal data will not be transmitted to third parties for purposes other than those listed above. In addition, we refer to our data privacy statement at https://www.SCHROTH.com/en/legal-references/data-protection.html.

XVII. Compliance

1. Both parties warrant that each will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its clients, customers, to government officials or to agents, directors and employees of the other party, or any other party in a manner contrary to applicable laws (including but not limited to domestic antibribery laws, the U. S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and other similar applicable transnational antibribery legislation) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Contract will render either party or any of its subsidiaries or affiliates liable to reimburse the other for any such consideration given or promised.

2. Products delivered to SCHROTH shall be free of any known Conflict Minerals which are: columbite-tantalite (coltan), cassiterite, wolframite, and gold, to include derivatives (tantalum, tin, and tungsten, (also known as the "3Ts") used to finance conflict in the Democratic Republic of Congo or adjoining country. Supplier agrees to:

   a) Disclose if any of the minerals listed in above are necessary to the functionality or production of the product(s) delivered under any Purchase Order,

   b) Identify if such conflict minerals did not originate in the Democratic Republic of Congo or adjoining country or that these minerals come from recycled or scrap sources, or

   c) Identify of such minerals did originate in the Democratic Republic of Congo or adjoining country.

   For products manufactured in calendar years 2013 and 2014 if the origins of such minerals cannot be determined by reasonable means, Supplier may report the origins as undeterminable. Supplier shall include in the disclosure a description of the measures it took to exercise due diligence on the conflict minerals' source and chain of custody.

3. Any violation of an obligation contained in this Section XVII is a material breach of the Contract and entitles the other party to terminate the contract with immediate effect and without prejudice to any further rights or remedies available hereunder or at law.

XVIII. Government Contracts, Requirements

1. If a contract number and DPAS rating are listed on a Purchase Order, SCHROTH requires Supplier to prioritize such purchase order according to the Defense Priorities and Allocation System (DPAS) regulations. A DX rated order takes precedent over any non-rated military order, and DO rated military order or any commercial order. A DO rated order takes precedent over any non-rated order, military or commercial. The material, equipment or services being requested under this contract is critical to the force protection for our soldiers. Per 15 CF 700 Section 70.12 (d), a DO or DX rated order is certified for National Defense use and you are required to follow all provisions of the (DPAS) regulations.

2. Supplier shall comply with all applicable United States Federal Acquisition laws and regulations, including, but not limited to, the requirements of the Berry Amendment, 10 U.S.C. 2533a, relating to the U.S. domestic source origin requirements for food, clothing, fabrics, specialty metals, and hand or measuring tools. Supplier must comply with all regulations implemented per Department of Defense Federal Acquisition Regulations Supplement (DFARS) 252.225-7012, 252.225-7014 and 252.225-
   7015.

3. Non-Discrimination - The Supplier performing the work required by this order, shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Supplier shall include in all subcontracts a provision similar to the foregoing. Supplier also represents that it will comply with Federal Executive Order 14398 ("EO 14398") and the recently issued FAR clause FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors, and Supplier shall include a substantially identical certification in all subcontracts and purchase orders, including a flow-down requirement.

XIX. Export Control and Customs

1. Each party will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, relating to its performance of these Terms, or the corresponding Purchase Order including, without limitation, export and import laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders;
   (iii) comply, as applicable, with the Export Controls Statement Addendum, and (iv) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable

governmental departments and agencies to the extent necessary to perform its obligations hereunder.

2. If the Deliveries ordered are to be exported from the United States (US), the quoted shipping dates are subject to all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated in writing. When applicable, SCHROTH agrees to provide Supplier in writing with the ultimate destination, end-use and identity of the end-user at the time the order is placed if the Deliveries are to be exported. Supplier reserves the right to choose the freight forwarder, carrier, and/or broker.

3. Supplier is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities. SCHROTH will not directly or indirectly sell, transfer, contribute or otherwise make available the Products to any person or entity, known to be currently subject to any U.S. sanctions administered by OFAC.

4. In its business documents, the Supplier shall inform SCHROTH about any and all possible obligations to obtain a permit for (re-)exports for its goods in accordance with German, European, US-American export and customs regulations as well as with the export and customs regulations of the country of origin of its goods. To this end, the Supplier shall provide the following information at least in its offers, order confirmations and invoices for the relevant items of goods:

   (a) For goods, the customs tariff number (HS code) of the country of origin must be indicated. For listed goods, the national export list number and the US export list number must be indicated, should the goods be subject to US re-export regulations. Goods specially designed for military use shall be marked as "specially designed".

   (b) Preferential proofs of origin as well as declarations of conformity and conformity markings of the country of origin and/or country of destination must be submitted without request, autonomous certificates of origin (chamber certificates) on request.

5. In individual cases, the Supplier shall be obliged to make a written declaration of the customs origin for the delivery item using a form provided by SCHROTH. This declaration must be sent to SCHROTH at the latest together with the first delivery. The Supplier shall notify SCHROTH immediately and without request of the origin of new delivery items or of a change of origin. The Supplier shall be liable for any and all disadvantages incurred by SCHROTH as a result of the improper or delayed submission of the Supplier's declaration. Where necessary, the Supplier shall provide evidence of its information on the origin of the goods by means of an information sheet confirmed by its customs office.

6. Upon request by SCHROTH, the Supplier shall provide SCHROTH with any and all further foreign trade data on its goods and their components in writing and inform SCHROTH in writing immediately of any changes to the above data (prior to the delivery of the goods concerned).

7. No material or equipment included in or used for the goods and/or services must originate from any company or country listed in any relevant embargo/sanctioned lists issued by the U.S., or European Union or an authority otherwise having influence over the equipment and material forming part of the Goods and/or Services. If any of the goods and/or services are or will be subject to export restrictions, it is Supplier's responsibility to promptly inform SCHROTH in writing of the particulars of such restrictions.

XX. Occupational Health and Safety, Environmental Protection, Conflict Resources

1. The Supplier undertakes to comply with the respective legal regulations for dealing with employees, occupational health and safety, environmental protection, in particular the requirements of Regulation (EC) No. 1907/2006 (hereinafter referred to as "REACH Regulation") and other regulations or laws (Ozone Regulation, Battery Act, Packaging Ordinance, etc.). SCHROTH can request corresponding documents and evidence at any time free of charge. The Supplier is liable in the event of any breach of applicable regulations and must indemnify, defend and hold SCHROTH harmless from any and all claims by third parties, including authorities.

2. In case the Supplier delivers chemical substances, also in preparation or as an article, in accordance with the REACH Regulation, the Supplier shall inform SCHROTH of the registration status in accordance with the REACH Regulation or of already known registration numbers at the latest upon delivery of the substances. In addition, the Supplier shall provide SCHROTH with any and all information on these supplied substances which SCHROTH needs for REACH-compliant conduct in business transactions.

3. In all other respects, the Supplier shall provide SCHROTH with up-to-date material safety data sheets, including the UN number for labeling, for any and all dangerous goods to be delivered without being requested to do so.

4. Supplier's Deliveries shall not contain any minerals and metals consisting of tin, tantalum, wolframite, their ores or gold from conflict or high-risk areas within the meaning of Regulation (EU) 2017/821 (hereinafter referred to as "Conflict Resources"). Conflict and high-risk areas are areas of armed conflict or fragile post-conflict situations, as well as areas where governance and security are weak or non-existent, such as failed states, where widespread and systematic violations of international law, including human rights abuses, take place. The Supplier shall take and implement appropriate measures vis-à-vis its suppliers to prohibit the acquisition and use of Conflict Resources (eg. implementation of supply chain due diligence). In case the Supplier's Deliveries contain any minerals and metals consisting of tin, tantalum, wolframite, their ores and gold, the Supplier shall prove to SCHROTH that they do not originate from conflict or high-risk areas.

XXI. Place of Performance and Place of Venue

1. The place of performance for the Deliveries to be made by the Supplier (including any subsequent performance) shall be the Place of Delivery specified by SCHROTH in the contract. Apart from that, the place of performance shall be the registered office at SCHROTH Safety Products LLC in Pompano Beach, Florida, US.

2. In the event any dispute arises under these Purchase Terms or a corresponding purchase order that exceeds US$100,000, which conflict cannot be resolved by informal negotiation, the parties agree to participate in mediation as a condition precedent to pursuing litigation. All disputes arising out of or in connection with the present Purchase Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The arbitration shall be held in Miami, Florida/Arnsberg, Germany, and subject to the applicable laws of Florida, USA.

XXII. Salvatory Clause

1. Should any of the preceding provisions be or become invalid, the validity of the remaining contractual provisions shall remain unaffected hereof.

2. Nothing herein shall be construed as creating an exclusive relationship between SCHROTH and Supplier regarding the goods or services.

3. Any notices required hereunder shall be given in writing (by mail, fax or e-mail) to the addresses set out in the purchase order and shall be deemed effective on the same day any such written notice is delivered