

Ensinger Machined Parts Limited General Terms and Conditions of Purchase

1. This Purchase Order represents an agreement between Ensinger Machined Parts Ltd, a U.K. Limited company, hereinafter referred to as "EMP" and the Supplier shown on the face of the Purchase Order. This Purchase Order shall apply to this contract to the exclusion of any other terms which the Supplier seeks to impose, incorporate or which are implied by trade, custom, practice or course of dealing and shall not be binding on EMP until accepted by the Supplier. Commencement of any steps towards supply under the Purchase Order shall constitute deemed acceptance by the Supplier.

2. The Supplier shall deliver the goods listed on the Purchase Order to EMP at the address shown on the face of the Purchase Order. If no destination has been stated on the Purchase Order, the goods shall be delivered to EMP's place of business.

3. The Supplier shall not assign or subcontract any part of the supply or manufacture of the goods without EMP's prior written consent. EMP reserves the right to impose additional conditions and approve the terms of any such assignment or subcontract before consent is given.

4. All prices are firm, fixed and are not subject to any form of surcharge or variation, and are inclusive of CIP (Incoterms 2020) to the address specified in the Purchase Order. Prices exclude VAT, which shall be added to the Supplier's invoice at the prevailing rate if applicable.

5. The Supplier shall ensure that the packaging used is adequate to protect the goods whilst in transit against damage of any kind.

6. Title and risk in the goods shall pass to EMP after the goods have been received at the destination stated in the Purchase Order. This transfer will be without prejudice to EMP's right of rejection.

7. Time of delivery is of the essence of this Purchase Order. Without prejudice to any other remedy, any failure to deliver the goods in accordance with the Purchase Order shall entitle EMP to cancel the Purchase Order without any payment whatsoever in respect of the goods undelivered and to claim damages against the Supplier. Should any such delay be attributable to EMP or any event beyond the reasonable control of the Supplier or subcontractor, then this will constitute an excusable delay and an adjustment to the contractual time of delivery made. Any failure to deliver on the part of lower tier Suppliers or subcontractors is specifically excluded as an excusable delay unless such lower tier Suppliers or subcontractors shall have been subject to any event beyond their reasonable control. EMP shall have the sole right to determine (exercised reasonably) whether any such delay by the Supplier or any lower tier Suppliers or subcontractors amounts to an excusable delay.

8. EMP shall not be liable to the Supplier for any loss or damage of an indirect, consequential or special nature, whether as loss of profit, anticipated profits, revenues, anticipated savings, goodwill, reputation or business opportunity or otherwise.

9. Subject to term 8 above, EMP's aggregate liability to the Supplier shall be limited to the total value of the goods in the relevant Purchase Order which applies to the breach or wrong that gave rise to the loss or claim.

10. All release documents, advice notes and invoices from the Supplier shall bear the Purchase Order number, identification, applicable issues of specifications, drawings, and other relevant technical data. Release documents and advice notes shall accompany the goods. Invoices will be paid within 60 days of the date of invoice. EMP shall not be responsible for any payment delays caused by the Supplier's failure to comply with this term.

11. EMP reserves the right to reject any goods which are faulty in design, quality or workmanship or which fail to satisfy the requirements of the Purchase Order. EMP further reserves to itself or its agents the right to visit the Supplier's (or any sub-tier supplier or subcontractor's) works to check on work in progress at any reasonable time. Without prejudice to any other remedy, in the case of breakdown or failure of any description due to defective materials or workmanship EMP shall have the option of either replacing the goods or requiring replacement by the Supplier, in either case entirely at the cost of the Supplier, including all costs incurred by EMP in relation to any breach of this warranty.

12. The Supplier warrants that it has the full legal right to transfer title in all goods supplied and that all such goods are free of any charge or lien. The Supplier warrants that all goods supplied shall comply with any law, regulation or other instrument having the force of law applicable at the time of delivery. The Supplier further warrants that all goods supplied will strictly comply in all respects with the Purchase Order, including conformance to relevant technical specifications, performance specifications, descriptions and

samples, where applicable, and that all goods supplied shall continue to conform to same for a period of no less than 12 months after delivery.

13. The Supplier warrants that the goods supplied do not infringe the intellectual property rights of any third parties and shall indemnify and keep indemnified EMP against all claims, losses and costs incurred by EMP arising from breach of this warranty.

14. Should any of the above warranties be breached the Supplier shall repair or replace the goods at no cost to EMP.

15. All goods with a restricted shelf life shall have a minimum of 90% of their shelf life remaining at the time of delivery unless EMP's prior written approval is received and the Supplier shall discount the sale price on a pro-rata basis for goods with less than 90% of their shelf life so remaining. In addition, such items shall be supplied clearly identified on their packaging and release documentation with the relevant cure date, manufacture, shelf life and / or time expired date.

16. The Supplier shall maintain any Quality Assurance or Certification system specified by EMP suitable to support the delivery of Quality Assured goods to EMP. Where a Quality Assurance system has not been specified by EMP, the Supplier shall maintain an appropriate Quality Assurance system to deliver quality assured goods to EMP in line with best industry practice. EMP reserves to itself, its agents, its customers, any Government Quality Assurance Representative, regulatory authorities and any other person or organisation with a legitimate interest in the quality or conformity of the goods the right of access to all facilities and records involved to audit this system and verify compliance with any Quality Assurance systems or standards at any reasonable time.

17. The Supplier is required to flow-down to sub-tier suppliers and subcontractors the applicable requirements in the Purchase Order and documents including key characteristics and specifications where required. The Supplier shall ensure that all sub-tier Suppliers and subcontractors maintain any Quality Assurance requirements necessary for the Supplier to comply with term 16 above and shall upon request by EMP procure access for the persons set out in term 16 above to conduct supply chain audits and compliance verification in the same manner as set out above.

18. The Supplier shall notify EMP in advance of any proposed changes in product and for process definition, process of manufacture, external supplier and must comply with any reasonable requirements imposed by EMP in relation to any such changes.

19. The Supplier must comply with any inspection, testing or reporting requirements set out or referred to within the Purchase Order.

20. EMP may require the Supplier (or any of its sub-tier suppliers or subcontractor) to undertake development training. EMP reserves the right to terminate this agreement if the Supplier (or any sub-tier supplier or subcontractor) does not comply with any reasonable training requirements set by EMP and/or its performance does not meet the standards required in relation to quality, conformity and/or delivery.

21. The Supplier shall notify EMP in writing immediately of any non-conforming product which may have been shipped to EMP or its customers or agents whether inadvertently or otherwise. Approval to ship non-conforming product must be obtained in writing from EMP's Quality Dept prior to dispatch. On submission, such product will be clearly identified and accompanied by written details of the non-conformance. Non-conforming product may be rejected or accepted after EMP investigation. Accepted non-conforming product may be subject to price reduction at the agreement of EMP and the Supplier.

22. EMP reserves the right to request an amendment to this Purchase Order at any time up to the time of delivery. If such a request requires additional work to the Supplier, an agreed equitable adjustment will be made to the price and / or the delivery schedule.

23. EMP may at its absolute discretion cancel this order at any time by giving written notice to the Supplier. Should this be exercised for any reason other than default by the Supplier then EMP shall pay the Supplier a reasonable price in respect of goods and materials purchased or made solely in support of this Purchase Order, the Supplier having used its best endeavours to mitigate its losses but EMP shall otherwise be free from any liability. Such reasonable price will be reached through mutual agreement and in any case will not exceed the price which would have been paid had the order been completed. If such reasonable price cannot

be agreed, the matter shall be referred to arbitration in accordance with term 27 below.

24. Should the Supplier fail to comply with any of the requirements this Purchase Order or any technical specifications, the Supplier shall be deemed to be in default. In this event without prejudice to any other remedy, EMP reserves the right to cancel the Purchase Order without any payment whatsoever in respect of the goods which do not meet the technical specifications or the terms of this contract including any undelivered goods and where appropriate to claim damages against the Supplier. Such damages shall include compensation for any loss or claim suffered or incurred by EMP as a result of supply of defective or non-conforming goods to any third party.

25. Without prejudice to any other remedy, EMP reserves the right to cancel the Purchase Order summarily by written notice and without compensation if there is a change of ownership or operational control of the Supplier, or if the Supplier becomes bankrupt, has a receiving or administration order made against them or in EMP's reasonable opinion is unable to pay its debts or, being a Company, commences appointment of an administrator or passes a resolution that the Company be wound up or if any circumstances occur which entitle any person or the court to appoint a manager, administrator or receiver to make a winding up order.

26. This transaction is confidential between EMP and the Supplier and neither party shall advertise either the transaction or any information gained from other party as a result of the transaction without prior permission of the other party.

27. All notices will be deemed to have been lawfully served if sent in writing to either party at the address or fax number stated [or email address] on the face of the Purchase Order. Notices by given post are deemed received 2 standard UK working days after posting, by hand at the time of delivery and by fax or email on the next business day following sending, with proof of sending being the onus of the sender to produce.

28. In the event of any dispute, EMP and the Supplier shall engage in good faith negotiations to resolve such dispute. This should initially involve the points of contact named on the face of the Purchase Order but should be passed through the levels of management as appropriate to reach a decision. Should the parties be unable to reach a resolution the matter shall be submitted for arbitration to the Chartered Institute of [Arbitrators (CI Arb)] and settled by final and binding arbitration with the CI Arb Arbitration Rules. Any such arbitration shall take place in London, England.

29. Any failure by EMP to enforce any right afforded it under the terms of this Purchase Order shall not constitute a waiver of its right to enforce such a right at a later date unless such a failure is specifically granted in writing as a waiver of that particular right by T EMP.

30. No one other than a party to this contract shall have any right to enforce any of its terms.

31. If any of these terms is found to be void or ineffective such term shall apply with such deletion or reasonable amendment made to it as may be necessary to make such term(s) valid or effective.

32. Subject to term 27 above, this contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English Law and the parties agree to submit to the jurisdiction of the courts in England and Wales.