

TERMS AND CONDITIONS OF PURCHASE



1. **ACCEPTANCE:** The Gooch & Housego entity ("Buyer") that issues this purchase order ("Order") hereby makes an offer to purchase the goods or services ("Goods" or "Services") set forth herein subject solely to these Standard Terms and Conditions of Purchase (these "Terms"). The seller of the Goods ("Seller") shall be bound by the Terms of this Order when it signs and returns an acknowledgement copy of this Order, indicates its acceptance of this Order in writing, begins work on this Order, or delivers to Buyer any of the ordered Goods or renders any of the ordered Services. Seller shall issue written acknowledgments within 5 business days of Order receipt. This Order is subject solely to these Terms; any additional or different terms proposed by the Seller are rejected unless expressly accepted in writing by an authorized representative of Buyer.

2. **PRICES; INVOICES:** Goods and/or Services shall be provided at the prices set forth in this Order. Buyer's payment of an invoice shall not constitute acceptance of Goods. Buyer may at any time setoff any amount owed by Seller or any of its affiliated companies to Buyer. Unless otherwise specified, the prices set forth in this Order include all applicable federal, state, and local taxes, customs or duties. All such taxes shall be stated separately on Seller's invoice.

3. **PAYMENT TERMS:** Unless otherwise stated on the face of this Order, Buyer will initiate payment on or before ninety (90) days from the Payment Start Date. The ninetieth (90th) day after the Payment Start Date shall hereinafter be referred to as the "Net Due Date". The Payment Start Date is the latest of the required date identified on the Order, the received date of the goods and/or services in Buyer's receiving system or the date of receipt of valid invoice by Buyer.

4. **AMENDMENT:** Buyer reserves the right at any time to amend any of the following provided that any change must be submitted in writing: (a) specifications, drawings, and data for items manufactured to specifications provided by Buyer or which are otherwise specially designed for Buyer; (b) methods of shipment or packing; (c) place, time or manner of delivery; and (d) quantities. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Contract, an equitable adjustment shall be made in the Contract price, delivery schedule, or both. Any claim by Seller for adjustment under this clause must be submitted no later than ten (10) days after the change is made and approved by the Buyer in writing before the Seller proceeds with such change. Buyer shall not be liable for any price increases for work performed prior to an amended order approved by the Buyer.

5. **LIABILITY:** Other than as set out elsewhere in this Agreement, The Buyer shall have no liability to Seller loss of profit, loss of opportunity, loss of business and for any indirect, special or consequential loss or damages howsoever arising.

Nothing in this Agreement shall restrict, limit or exclude the liability of either Party for death, personal injury or in the case of supplier, damage to property resulting from that Party's negligence, willful misconduct, fraud or fraudulent misrepresentation in respect of any other matter for which it is legally competent to limit or exclude liability.

6. **DELIVERY; EXCESS GOODS:** Time is of the essence in this Contract. For Purchase Orders arising out of G&H's U.S. sites, unless

otherwise stated on the face of this Order, delivery of Goods shall be FOB Destination.

For Purchase Orders arising out of G&H's U.K. sites, unless otherwise stated on the face of this Order, delivery of Goods shall be DAP Buyer's destination.

In all cases, Delivery shall not be complete until goods have been received and accepted by Buyer. Seller shall bear all risk of loss, damage, or destruction to the Goods until final acceptance by Buyer at destination. If ordered Goods and Services are not provided in the quantities and at the time specified, Seller shall have a five (5) day period to correct any deficiency. If not corrected, Buyer reserves the right, without liability, and in addition to other rights and remedies provided under this Contract or applicable law, to take the following actions or any combination thereof: (a) direct expedited shipping of Goods (the difference in cost between the expedited shipping and standard shipping costs to be paid by Seller), or (b) terminate this Contract by notice effective when received by Seller as to all or any specified Goods not yet shipped or Services not yet rendered with Seller to refund payments Buyer has made, if any, for such Goods or Services, or (c) to purchase substitute goods or services elsewhere and charge Seller for the difference between the cost of substitute goods and the sales price. Seller shall be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's shipping instructions. Except for customary quantity variations recognized by trade practice, Goods in excess of those specified in the Order may not be accepted, and such Goods will be held at Seller's risk. Buyer shall have no obligation to keep or preserve any excess Goods delivered by Seller. Buyer may, and at Seller's request shall, return the excess Goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.

7. **INSPECTION:** Receipt or payment for any Goods under this Contract shall not constitute acceptance thereof. All Goods or Services purchased hereunder are subject to inspection by Buyer either before or after payment. Buyer's count of Goods shall be conclusive. Buyer reserves the right to reject Goods or Services which do not comply with the Order including instructions, specifications, drawings, and data or Seller's warranties (expressed or implied). Rejected Goods will be returned to Seller for full credit or replacement at Buyer's sole option and at Seller's risk and expense, including transportation charges both ways. No replacement of rejected Goods shall be made unless agreed to by Buyer in writing. Such rights shall be in addition to any other remedies provided by law.

8. **FORCE MAJEURE:** Neither party shall be liable for failure to fulfill its obligations due to causes solely beyond its control, including but not limited to war, civil unrest, fires, floods, and acts of God, provided however, that as soon as Seller has reason to believe that Goods or Services will not be delivered when scheduled, written notice setting forth the cause of the anticipated delay must be given immediately to Buyer.

9. **PACKING AND SHIPPING:** All items shall be packaged, labelled marked and otherwise prepared in accordance with good commercial practices, industry and regionally applicable regulatory requirements & Buyer's instructions, if any. Each package must be numbered & labeled with Buyer's order number, stock number (if applicable), contents, & weight. An itemized packing list shall be included in each shipment & the package containing the packing list

must be clearly marked as such. Each packing list shall bear the Buyer's order number & an accurate description of the Products and quantities in the shipment. Products shipped in excess of Buyer's order may be returned at Seller's expense. Buyer will not be responsible for any Products furnished without an approved and accepted purchase order. No charges for packing will be allowed unless agreed to in advance in writing by Buyer. Seller shall be liable for damage to Goods caused by improper boxing, crating or packaging.

10. **WARRANTY:** Seller hereby warrants that for a period of 24 months from the date of receipt by Buyer, (a) all Goods and Services furnished hereunder shall be of merchantable quality and fit for Buyer's purposes, (b) all Goods and Services provided shall conform with this Order and all descriptions and specifications, (c) all Goods and Services furnished hereunder shall conform to all representations, samples or models forming the basis of this Contract, (d) all Services performed for or on behalf of the Buyer will be performed in a competent, workmanlike manner and shall be free from faults and defects, (e) all Goods shall be free of defects in design, materials or workmanship, (f) Seller has conveyed good title to the Goods to Buyer, free and clear of any and all liens, encumbrances or other charges of any kind; and (g) the country of origin is correctly stated.

11. **BUYER'S PROPERTY:** All tooling, dies, parts, schedules, and Specifications and all reproductions thereof, any other property furnished to Seller by Buyer or paid for by Buyer, shall be the property of Buyer, clearly identified as Buyer's property by Seller, and subject to removal at any time upon Buyer's demand. Seller shall not use such property except for performance of work hereunder or as authorized in writing by Buyer. Such property shall not be modified without the written consent of the Buyer. Seller assumes all liability for loss of, and damage to, such property and Seller shall, unless otherwise directed in writing by Buyer, insure at Seller's expense such property in an amount equal to the replacement cost thereof with loss payable to Buyer.

12. **INTELLECTUAL PROPERTY:** All technical information in the nature of designs, blueprints, specifications, engineering data for production or product know-how, which is supplied to the Seller by the Buyer to facilitate or assist in the performance of this Contract, shall remain the sole and exclusive property of Buyer and, unless otherwise agreed in writing by Buyer, shall be considered and kept confidential by the Seller. Seller will use and cause its employees and agents to use extreme caution not to disclose any such information, either directly or by incorporation of such information in, or its use in, manufacturing products for others. Upon completion of the Order or at any other time upon request, all documents or other materials disclosing any such information shall be returned to Buyer. Additionally, Seller hereby grants to Buyer a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license to any invention, improvement or discovery (whether or not patentable), conceived or reduced to practice in the performance of this Contract by any employee of the Seller or other person working under Seller's direction. Upon completion of performance of this Contract, Seller shall deliver to Buyer a complete copy of the documentation relating to any such invention, improvement or discovery.

13. **INDEMNIFICATION:** Seller agrees upon receipt of Buyer's notification, to indemnify, and save Buyer or any of its subsidiaries, constituent companies, customers, employees, directors, officers, agents or vendors harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, and expenses, including court costs and reasonable attorney's fees, arising from a third party claim that the Goods delivered under this Contract infringe upon the intellectual property rights or proprietary rights of a third party. If, as a result of such suit or proceeding, the use of the Goods or

any part of the Goods is enjoined, Seller shall, at its expense, either procure for the Buyer Indemnitees the right to continue to use the Goods, replace the same with non-infringing Goods, or modify the Goods so that they become non-infringing; provided, however, that any such replacement or modification shall not diminish the required operational parameters for the Goods or otherwise materially affect Buyer, or the other Buyer Indemnitees. The Buyer Indemnitees may be represented through their own counsel in any such suit or proceedings, at their own expense. The Seller's obligations hereunder shall survive acceptance of the Goods and payment therefor by the Buyer.

14. **INSURANCE:** Seller shall maintain the following insurance coverage with policy limits at least equal to those specified herein: (a) Statutory Worker's Compensation Insurance for all employees of Seller covering claims filed under the Worker's Compensation Law of the State in which the work is to be performed, and under any law of any State under which liability for any compensation claims may arise, (b) Employer's Liability Insurance with policy limits of \$1,000,000 including claims for traumatic injuries as well as occupational disease including death, (c) Commercial General Liability Insurance on an occurrence basis including coverage for bodily injury (including death), property damage, advertising injury, and products-completed operations coverage with policy limits of at least \$2,000,000 per occurrence and \$2,000,000 annual aggregate, (d) comprehensive automobile liability insurance covering all owned, leased, rented, and non-owned vehicles covering bodily injury and property damage with policy limits of at least \$1,000,000 per accident, (e) excess liability (umbrella) insurance providing additional coverage over and above all coverages (except worker's compensation) with policy limits of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate. Further, if Seller's services are of a professional nature, Seller shall maintain professional liability insurance with policy limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. Buyer, its parent, subsidiary and affiliated companies, and any of their directors, officers, employees or representatives, shall be named as additional insureds on all such policies (except for worker's compensation, and, if applicable, professional liability) with a corresponding waiver of rights of subrogation against any additional insureds. All such policies shall be issued by insurance companies licensed in the state in which services are to be performed and that maintain an AM Best rating of A -VIII or better. Seller shall be fully responsible for the payment of any deductible or self-insured retention, which shall not exceed \$25,000 in any policy without Buyer's written permission. Seller shall furnish Buyer with certificates of insurance demonstrating that the above required (or better) policies are in place and, where applicable, confirming additional insured status and waivers of subrogation. Seller shall furnish Buyer with copies of the policies upon Buyer's written request. Compliance by Seller with insurance requirements does not in any way affect Seller's indemnification obligations. Seller is solely responsible for assessing the adequacy of its insurance, and Buyer in no way represents that the limits specified above are adequate to protect Seller's interests. In the event that Seller utilizes subcontractors, Seller shall require each subcontractor to maintain its separate insurance complying with the terms hereof.

15. **COUNTRY OF ORIGIN:** For each of the Goods specified by this Order Seller shall give full details regarding country of origin. If Seller incorrectly identifies country of origin, whether through negligence or without negligence, Seller shall indemnify Buyer for all its expenses, duties, penalties, damages, including compromise or mitigated settlements, and attorney's fees incurred by Buyer by such failure to notify or by any incorrect notification.

16. **TERMINATION FOR SELLER'S DEFAULT:** Subject to a five (5) day cure period, Buyer shall have the right to terminate for default if

Seller breaches any of the following obligations under this Agreement and fails to cure the breach in such period: (a) Seller does not make deliveries when and as specified in the delivery schedule; (b) Seller breaches any of the warranties of Seller; (b) Seller becomes insolvent or if voluntary or involuntary bankruptcy proceedings are initiated by or against Seller. In the event of termination for default, and in addition to any other remedies provided by law, Seller shall refund to Buyer any portion of the sales price paid by Buyer for the undelivered portion of the Contract, and, if Buyer procures replacement goods, Seller shall pay to Buyer a sum equal to the difference between the cost of replacement Goods and the sales price. If it is determined, however, that Seller's failure to perform this Contract is due to unforeseeable causes beyond the control and without the fault or negligence of Seller (other than insolvency or bankruptcy proceedings), such cancellation shall be deemed to have been made pursuant to Section 17 hereof entitled "Termination for Convenience." The rights provided in this Section are in addition to and not in lieu of any other remedies which Buyer may have hereunder and in law or equity.

17. TERMINATION FOR CONVENIENCE: The Buyer may terminate performance of work under this Order in whole in part or by written notice of termination, whereupon the Seller will promptly stop work on that date and, to the extent specified in the notice, will terminate all subcontracts (if any) to the extent they relate to the terminated work. Seller will promptly advise the Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that the Seller can make thereof. Seller will comply with the Buyer's instructions regarding transfer and disposition of title to such work and material. Within 60 days after receipt of such notice of termination, the Seller will submit all its claims resulting from the termination. Buyer will have the right to inspect all finished Goods and to audit the cost of all work in process and raw material applicable to the terminated work. Buyer will not be responsible for any items used or sold by the Seller, or the cost of any defective, damaged or destroyed work or material. Buyer will make no payments for finished work, work in process or raw materials fabricated or procured by the Seller in excess of any Order (or permission to proceed with part of an Order) or after receipt of notice of termination. Notwithstanding the above, payments made under this clause shall not exceed the sales price specified in this Order. Payment made under this clause will constitute the Buyer's only liability in the event this Order is terminated hereunder. Except as otherwise provided in this Order, the provisions of this clause will not apply to any cancellation by the Buyer for default by the Seller or for any other cause allowed by law or under this Order.

18. COMPLIANCE WITH APPLICABLE LAWS: Seller warrants that the Products, including all packaging thereof, shipped pursuant to an order shall have been produced in compliance with and meet the minimum standards of all applicable federal, state and local laws, regulations, rules, guides, ordinances and/or standards ("Laws"). Seller will perform its obligations under these Terms and Conditions in a manner consistent with both the requirements of all applicable U.S., U.K., and foreign laws and regulations, including the Foreign Corrupt Practices Act and Anti-boycott laws. Upon request by Buyer, Seller shall furnish Buyer with a certificate of compliance with any Laws. Additionally, Seller shall provide Buyer any and all information or material required for either Buyer or Buyer's customers to comply with all laws, regulations, rules, guides, ordinances and/or standards, including, without limitation, Material Safety Data Sheets. Seller acknowledges that Products provided under these Terms and Conditions may be subject to U.S., U.K. and applicable foreign export laws and regulations and will perform its obligations under these Terms and Conditions in a manner consistent with the requirements of all applicable U.S., U.K., and foreign laws and regulations, the Foreign

Corrupt Practices Act and Anti-boycott laws. Specifically, Seller agrees that the shipment or provision of Products, and any related technical data or information, will not violate U.S., or U.K. export laws or regulations or the import laws and regulations of applicable foreign states. Seller will be responsible for obtaining, recording, filing and maintaining all export and import documentation including all licenses and permits, as well as for the payment of associated fees. Seller shall appropriately label containers of all Products which are known to constitute a health, poison, fire, environmental, safety or explosion hazard.

19. LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, Seller will immediately notify the Buyer and any government representative designated by the Buyer of such dispute and furnish all relevant details. Seller will include a provision identical to the above in each subcontract hereunder and, immediately upon receipt of any such notice, pass it on to the Buyer.

20. GOVERNMENT CONTRACTS: If this Order is issued for any purpose which is either directly or indirectly connected with the performance of a prime contract with the U.S. government or UK MoD or is a subcontract thereunder, each of the applicable procurement regulations in effect on the date of this Order is incorporated herein by reference in such manner as will enable Buyer to meet its obligations arising out of the US government prime contract or UK MoD prime contract or subcontract.

21. QUALITY, ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT: <https://gandh.com/g-and-h-conditions-of-sale>

22. MATERIAL REGISTRATION AND DOCUMENTATION: Seller Covenants that each chemical substance constituting or contained in goods sold or otherwise transferred to Buyer: (i) is properly documented and/or registered as required in the jurisdiction to or through which Buyer informs Seller the goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, including but not limited to pre-registration and registration if required, under Regulation (EC) No. 1907/2006 ("REACH"); (ii) is not restricted under Annex XVII of REACH; and (iii) if subject to authorization under REACH, is authorized for Buyer's use. In each case, Seller will timely provide Buyer with supporting documentation, including without limitation, (A) pre-registration numbers for each substance; (B) the exact weight by weight percentage of any REACH Candidate List (defined below) substance constituting or contained in the goods; (C) all relevant information that Buyer needs to meet its obligations under REACH to communicate safe use to its customers; and (D) the documentation of the authorization for Buyer's use of an Annex XIV substance. Seller shall notify Buyer if it decides not to register substances that are subject to registration under REACH and are constituting or contained in goods supplied to Buyer at least twelve (12) months before their registration deadline. Seller will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for authorization under REACH (the "Candidate List") and immediately notify Buyer if any of the goods supplied to Buyer contain a substance officially proposed for listing on the Candidate List. Seller shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the goods or fulfill its own obligations under REACH.

Seller warrants that a copy of any change to a Material Safety Data Sheet (MSDS) for chemicals, compounds or hazardous materials is forwarded to the Buyer's Purchasing departments in advance of shipment or enclosed with the shipment of the supply to the Buyer's premises.

23. **WAIVER:** The failure of Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

24. **ASSIGNMENT AND SUBCONTRACTING:** None of the work to be performed under this Contract shall be assigned by Seller without Buyer's prior written consent. Buyer shall remain fully responsible for Goods or Services that are assigned or performed by any subcontractor.

25. **LAW GOVERNING; FORUM; ATTORNEY'S FEES:** For Purchase Orders arising out of G&H's U.S. sites, this Contract shall be governed by, and interpreted in accordance with, the laws of the State of California. Any dispute which arises under this Contract which cannot be resolved amicably by the parties shall be settled by binding arbitration, in accordance with the Commercial Rules of the American

Arbitration Association in San Francisco, California. Judgment upon the award rendered may be entered in any court having competent jurisdiction. Costs and expenses of the arbitration shall be borne equally by the parties unless otherwise provided by the arbitrator(s). Notwithstanding the foregoing, claims for non-payment, fraud, or infringement of intellectual property may be brought in any court of competent jurisdiction and shall not be subject to binding arbitration.

For Purchase Orders arising out of G&H's U.K sites, the construction, interpretation and performance of this Agreement are governed by the applicable laws of England, without regard to conflicts of laws principles. The Parties expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle a dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

26. **SUPPLIER CODE OF CONDUCT:** <https://gandh.com/g-and-h-conditions-of-sale>