



HOERBIGER CORPORATION OF AMERICA
GENERAL TERMS AND CONDITIONS

The parties agree as follows:

Definitions.

“**Action**” means a claim, suit, action, allegation, charge, or investigation, in each case brought by a third party, governmental authority or industry body.

“**Affiliate**” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party hereto. As used herein, “control” means the power to direct the management or affairs of an entity and “ownership” means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

“**Confidential Information**” means any and all information designated by a party as confidential or proprietary, all information or data concerning or related to a party’s products (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or business operations (including sales, costs, profits, pricing methods, organization, and employee and customer lists), and any other information that is of such a nature that a reasonable person would believe it to be confidential or proprietary.

“**Deliverables**” means any deliverables of any type provided by Supplier to HOERBIGER in connection with the supply of the Goods and/or Services as well as any related products, documents or other materials made, conceived of, or developed by Supplier in connection with supplying the Goods or performing the Services.

“**HOERBIGER Systems**” means software, hardware or systems utilized or made available by HOERBIGER to Supplier.

“**Force Majeure Event**” means any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; and (g) interruption or failure of utility service.

“**Goods**” means the goods to be delivered by Supplier to HOERBIGER pursuant to this Agreement as described in one or more Statements of Work.

“**Intellectual Property Rights**” means any and all intellectual property rights of any kind, including any and all patents and copyrights and all rights in any trade secrets, service marks, trademarks, know-how, trade names, trade dress and packaging, moral rights, rights of privacy, publicity and similar rights of any type, and any applications, continuations, innovations, technical advancements or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.

“Related Parties” means, in relation to a Party, its Affiliates, subcontractors, suppliers, agents, intermediaries, and its and their directors, officers, employees, and personnel.

“Services” means the services to be provided by Supplier to HOERBIGER pursuant to this Agreement as described in one or more Statements of Work.

“Statement of Work” or **“SOW”** means the detailed plan, agreed in accordance with Section 2 (Statements of Work), describing the Goods or Services to be provided by the Supplier, the purchase order (if applicable), the timetable for their performance and the related matters listed in the template statement of work set out in Exhibit A.

“Supplier Personnel” means all employees, staff, other workers, agents and consultants of the Supplier and of any authorized subcontractors who are engaged in the provision of the Goods or Services from time to time.

1. **Commencement and Duration.** This Agreement shall commence on the Effective Date and continue, unless terminated earlier in accordance with Section 20 (Termination), until either party gives to the other party written notice to terminate. If there are no uncompleted Statements of Work on the date such notice is effective, such notice shall terminate this Agreement with immediate effect. On termination or expiry of this Agreement for any reason whatsoever, subject to Section 20, all existing SOWs shall continue (such SOWs continuing in full force and effect pursuant to the terms of this Agreement) save to the extent that HOERBIGER (at its sole discretion) elects to terminate any of them by written notice.
2. **Statements of Work.** HOERBIGER may, but shall be under no obligation to, procure Goods and/or Services as and when HOERBIGER so requires. Supplier's appointment is not exclusive and HOERBIGER does not guarantee to request the Goods and/or Services or any part of them. If HOERBIGER requires the Goods and/or Services or any part of them, HOERBIGER shall agree to one or more SOWs with the Supplier for those specified Goods and/or Services or to a purchase order that HOERBIGER issues. Supplier will deliver the Goods and/or perform the Services in a prompt manner and at all times in accordance with the terms and conditions of the applicable SOW and this Agreement. Each SOW will become part of this Agreement upon execution by Supplier and HOERBIGER and shall not form a separate contract to it.
3. **Purchases by Affiliates.** Any of HOERBIGER's Affiliates may enter into separate SOWs with Supplier or its Affiliates for the provision of Goods and/or Services pursuant to this Agreement and Supplier shall provide such Goods/Services to the Affiliate on the terms and conditions set out in this Agreement. References to HOERBIGER in this Agreement shall, in such circumstances, be deemed to be references to the relevant Affiliate. Accordingly, all benefits, warranties, indemnities, rights and licenses granted or provided to HOERBIGER shall be deemed to be for the benefit of HOERBIGER and each Affiliate which enters into a SOW with Supplier.
4. **Supplier's Representations and Warranties.** Supplier hereby represents and warrants on an ongoing basis to HOERBIGER that:
 - (a) **Due Authority.** Supplier has full right and power to enter into and perform this Agreement without the consent of any third party, and its performance under this Agreement (and any SOW) will not conflict with any other obligation Supplier may have to any other party.
 - (b) **Standard of Performance; Conformance with Requirements.** Supplier will perform the Services in a timely, professional and workmanlike manner and with a degree of quality equal to or higher than applicable industry standards for similar services. In addition, all Goods, Services and each Deliverable will conform in all material respects with the quality, quantity, description and any other requirements set forth in the applicable SOW and all Goods shall be

fit for any purpose expressly or impliedly made known to Supplier. Supplier shall achieve any specific results and supply any specific Deliverable set out in the applicable SOW, in accordance with any delivery schedule as may be set out in the applicable SOW.

(c) **Quality of Materials and Absence of Defects.** Supplier will ensure that the Goods and the Deliverables, materials, standards and techniques used in providing the Services are of satisfactory quality, are in accordance with the SOW in all respects and are free from defects in workmanship, installation and design. Supplier shall secure (in HOERBIGER's interest) the benefit of all warranties in respect of the Goods that may have been provided by third party vendors and suppliers.

(d) **Compliance with Laws.** Supplier will ensure that the Goods and Services (including all Deliverables) and Supplier's performance of its obligations under this Agreement (and any SOW) are in compliance at all times with all applicable laws, statutes, ordinances, orders, regulations and other legal obligations.

(e) **Licenses and Consents.** Supplier has obtained and will maintain during the term of the relevant SOW, all licenses and consents necessary to enable Supplier's performance of its obligations under this Agreement.

(f) **Intellectual Property Rights.** None of the Goods, Services or Deliverables, nor any element thereof, will (i) infringe the Intellectual Property Rights of any third party or incorporate any third party's Confidential Information, or (ii) be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments.

(g) **No Litigation.** There are no pending Actions, and Supplier is not aware of any threatened Actions, pertaining to Supplier, the Goods, the Services or the Deliverables. Supplier will notify HOERBIGER immediately if Supplier becomes aware of any actual or threatened Actions that could affect its ability to fully perform its duties or either party's ability to exercise its rights under this Agreement.

(h) **Supplier Personnel.** Supplier shall: (i) ensure that all Supplier Personnel have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement and all open SOWs; (ii) ensure that, while present at a HOERBIGER facility, Supplier Personnel will observe and comply with any health, safety, control, security and protection rules, or other policies and guidelines as HOERBIGER may require from time to time and that have been communicated to Supplier; and (iii) remove and replace any Supplier Personnel who HOERBIGER determines in its sole discretion do not comply with any such policies, or if they otherwise present a security threat.

(i) **Non-Solicitation of HOERBIGER Personnel.** During the term of this Agreement and for a period of one (1) year thereafter, Supplier and its Affiliates will not, directly or indirectly, solicit or encourage any employee or consultant of HOERBIGER or its Affiliates to leave for any reason, including, without limitation, to accept employment or an engagement with any other company; provided that an employee or consultant being hired or engaged directly as a result of a general solicitation to the public shall not be deemed to be a violation of this provision.

(j) **Supplier Code of Conduct.** Where applicable, Supplier shall conduct its business with HOERBIGER in line with the HOERBIGER Supplier Code of Conduct (the "HOERBIGER Supplier Code of Conduct") which is available at: www.HOERBIGER.com. HOERBIGER shall have the right, at its own expense, to audit the performance of Supplier, either by assessment (online, paper questionnaire, etc.) or by an onsite audit, executed directly by HOERBIGER or by a third party. Supplier's performance will be evaluated by comparing it with the HOERBIGER Supplier Code of Conduct principles including, but not limited to, all areas of environmental and social responsibility.

(k) **Anti-Bribery and Corruption.** The Supplier warrants that, in connection with this Agreement: (i) it and its Related Parties will comply with all applicable anti-bribery and corruption laws around the globe, including, but not limited to, the U.K. Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977, and will not offer, give or agree to give to any person, or solicit accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage, and will not

take any action that could cause HOERBIGER to violate said laws (“Anti-Corruption Obligation”); (ii) it shall maintain and comply with its own policies and procedures to ensure its compliance, and to procure that each of its Related Parties complies, with the Anti-Corruption Obligation; (iii) it shall notify HOERBIGER in writing within seven days if it becomes aware of any breach of the Anti-Corruption Obligation by it or any of its Related Parties, or of any investigation by any regulatory authority relating to any actual or potential breach of the Anti-Corruption Obligation, or of any matter, fact or thing which in any way makes the statements made in this Section 4(j) inaccurate or incomplete; (iv) it will provide such information as may be requested by HOERBIGER to satisfy itself of Supplier’s compliance with the AntiCorruption Obligation; (v) it permits HOERBIGER to inspect, audit and make copies at HOERBIGER’s expense of any books and records of Supplier relating to the Agreement and Supplier’s compliance with the Anti-Corruption Obligation (including, without limitation, by the appointment of an independent auditor at HOERBIGER’s expense); (vi) neither it nor any of its Related Parties, nor any member of their immediate family, is currently an agent, representative, official, officer, director, or employee of any government, or government department or agency, or any public international organization.

(l) **Sanctions.** The Supplier warrants that (i) neither Supplier (nor any of its Related Parties) is a Designated Person and does not act on behalf of any person or entity that is a Designated Person, and does not appear on the U.S. Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals and Blocked Persons List; (ii) Supplier is currently, and at all times during the term of this Agreement shall remain, in compliance in all respects with all Sanctions and any applicable economic and trade sanctions statutes, executive orders, policies, regulations or other governmental actions, including, but not limited to, OFAC prohibitions on dealing with individuals, groups or entities identified on the Specially Designated Nationals and Blocked Persons List and is not aware of any circumstances that could give rise to an investigation or prosecution relating to any failure to comply with any Sanctions; and (iii) it shall not use any revenue or benefit derived from any activity or dealing with a Designated Person in performing this Agreement, and shall not use any revenue or benefit derived from performing this Agreement for the benefit of any Designated Person.

(m) **Anti-Slavery and Human Trafficking.** Supplier shall, throughout the term of this Agreement, maintain and comply with its own policies and procedures to ensure its compliance, with all applicable child labor, anti-slavery and human trafficking laws, statutes and regulations from time to time in force including, but not limited to, the U.K. Modern Slavery Act 2015.

(n) **US Antidiscrimination Regulations.** HOERBIGER and Supplier shall abide by the requirements of 41 CFR 60–1.4(a), 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

(o) **US Federal Labor Laws.** The parties shall also comply with Executive Order 13496 (EO 13496 or “Executive Order”), 74 FR 6407 (February 4, 2009), requiring that federal contractors provide notice to their employees of their rights under federal labor laws. Specifically, the Executive Order requires that covered contractors provide notice of employee rights under the National Labor Relations Act (NLRA), the law that governs relations between unions and employers in the private sector.

(p) **Technology, Safety and Environmental Requirements.** Supplier shall observe all globally applicable provisions, directives, standards, laws and relevant requirements, which reflect all applicable technology, safety and environmental requirements, including, as applicable, ISO TS 16949 IATF 16949 / ISO 9001, U.S. Occupational Safety and Health Act of 1970 (OSHA), the Canadian Hazardous Product Acts, AIAG documents (APQP, PPAP, MSA and SPC) and VDA 6.1 (“Verband der

Automobilindustrie”), Directive (EC) 2000/53 (ELV Directive”), Regulation (EC) 1907/2006 (“REACH Regulation”), Directive (EC) 2002/95 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, the Global Automotive Declarable Substance List (www.gadsl.org), the Conflict Minerals Regulation pursuant to section 1502 of the Dodd Frank Act and Regulation (EU) 2017/821 and the associated OECD Guidelines Annex II, all in the version applicable at the time of performance.

5. **Warranty Disclaimer.** EXCEPT FOR SUPPLIER’S WARRANTIES SET FORTH IN THIS AGREEMENT AND IN ANY SOW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Intellectual Property.**

(a) All HOERBIGER Intellectual Property Rights shall remain vested in HOERBIGER or its licensors and there shall be no assignment of any HOERBIGER Intellectual Property Rights to Supplier. HOERBIGER grants Supplier a limited, non-exclusive, royalty-free, non-transferable, revocable license to use the HOERBIGER Intellectual Property Rights made available to Supplier in the course of receipt of the Services solely to the extent required for Supplier’s performance of its obligations under this Agreement.

(b) Subject to Section 6(d), all Intellectual Property Rights arising out of or in connection with the Services, including any Deliverables and in any Statement of Work (together, the “IP Materials”), and in any materials which are created by or on behalf of Supplier as a result of the provision of the Services and which are produced for, on behalf of or at the request of, HOERBIGER pursuant to this Agreement including a Statement of Work shall immediately vest in HOERBIGER on creation. If by operation of law such Intellectual Property Rights do not automatically vest in HOERBIGER then, in consideration for payment made by HOERBIGER in connection with this Agreement, Supplier hereby unconditionally and irrevocably assigns or otherwise shall assign to HOERBIGER (including by way of an assignment of future Intellectual Property Rights), in each case at no cost to HOERBIGER, with full title guarantee and free from all charges, liens, licenses and other encumbrances all such Intellectual Property Rights in the IP Materials together with the right to sue for and obtain full and effective relief (including damages) in respect of any infringement of such Intellectual Property Rights by a third party.

(c) If IP Materials are supplied with or have embedded in them Supplier Intellectual Property Rights, then Supplier shall retain ownership of such Supplier Intellectual Property Rights. Furthermore, Supplier hereby grants, or shall procure the grant, to HOERBIGER a non-exclusive, perpetual (unless agreed otherwise in a Statement of Work), worldwide, irrevocable, royalty-free license to use such Supplier Intellectual Property Rights in any way whatsoever to facilitate and/or enable full use of the IP Materials and, for this purpose, for HOERBIGER to sub-license such Supplier Intellectual Property Rights to third parties.

(d) Supplier agrees that its fulfilment of this Agreement, each Statement of Work and any Goods, Deliverables, Services or materials supplied by Supplier pursuant to this Agreement and the normal use of the same in accordance with the terms of this Agreement shall not infringe any Intellectual Property Rights of any third party (save that no liability shall attach to Supplier to the extent this results from any of HOERBIGER’s Intellectual Property Rights provided by HOERBIGER).

(e) Supplier shall indemnify HOERBIGER in full and on demand from and against all liability, loss, damage, costs or expenses suffered or incurred by HOERBIGER, including all legal costs, arising out of any claim made against HOERBIGER for actual or alleged infringement of a third party’s Intellectual Property Rights which results from the supply, receipt, possession or use of any Goods, or any part of any Goods, Services or Deliverables.

7. Packing and Shipment of Goods.

(a) If applicable, all Goods must be packaged in the manner specified by HOERBIGER. If HOERBIGER does not specify the manner in which the Goods must be packaged, Supplier shall package the Goods so as to avoid any damage in transit.

(b) If applicable, all Goods must be shipped in the manner and by the route and carrier designated by HOERBIGER. If HOERBIGER does not specify the manner of shipment, route, or carrier, Supplier shall ship the Goods at the lowest possible transportation rates, consistent with Supplier's obligation to meet the delivery schedule set forth in the applicable SOW.

8. Inspection, Testing, Acceptance and Rejection.

(a) If applicable, HOERBIGER may inspect and test the Goods and Services before delivery. Supplier shall provide or procure all such facilities and accommodation as may reasonably be required by HOERBIGER for such inspection and testing. All Goods and Services items are subject to final inspection and acceptance by HOERBIGER at the destination notwithstanding any prior payment or inspection at the source.

(b) If applicable, Supplier shall, at the request of HOERBIGER, supply a certified copy of the appropriate test details. If, as a result of such inspection and/or testing, HOERBIGER is of the opinion that the Goods and/or Services do not comply with the SOW or are unlikely on completion of manufacture or processing to comply, HOERBIGER will advise the Supplier accordingly. The Supplier shall immediately take such steps as may be necessary to comply with the SOW within timescales acceptable to HOERBIGER, and at no additional cost to HOERBIGER whatsoever. In such circumstances HOERBIGER reserves the right to enforce any of the remedies available to it under this Agreement or at law. For the avoidance of doubt such inspection or testing or right to do so on the part of HOERBIGER shall not constitute acceptance or approval by HOERBIGER of the Goods and/or Services.

(c) If any Goods and Services provided under any SOW are defective in materials or workmanship, vulnerable to security threats, or not in conformity with the requirements of the SOW, HOERBIGER shall give written notice of the defect to Supplier. Supplier will promptly, and no later than fifteen (15) days of receipt of notice from HOERBIGER, replace or correct, at HOERBIGER's option and Supplier's expense, any Goods and Services rejected or requiring correction. If Supplier fails to promptly replace or correct defective Goods and Services within the delivery schedule (or other agreed-upon remedial period), HOERBIGER may, at its sole option, (i) replace or correct such Goods and Services and charge the cost to Supplier, (ii) without further notice terminate the SOW for default, return the rejected item to Supplier at Supplier's expense and Supplier will refund any amounts paid by HOERBIGER for the corresponding Goods/Services within ten (10) days of termination, or (iii) require a reduction in price. Acceptance of any part of the Goods and/or Services delivered shall not bind HOERBIGER to accept future shipments of non-conforming Goods and/or Services, nor deprive HOERBIGER of the right to return nonconforming Goods and/or Services already accepted. The remedies set forth in this Section 8(c) will be nonexclusive.

9. Invoicing.

(a) In exchange for Supplier's obligations under this Agreement, HOERBIGER will pay Supplier the consideration set forth in the applicable SOW or such other prices as are agreed by the parties in writing from time to time. Supplier acknowledges HOERBIGER shall not be liable for any other charges incurred by Supplier in the provision of the Goods and Services unless these have been expressly agreed by the parties in writing. The consideration shall be inclusive of all packaging, packing, shipping, loading, carriage, customs, insurance and delivery costs and all duties, imposts, levies or taxes. HOERBIGER will not be liable for any taxes that Supplier fails to invoice.

(b) HOERBIGER will not reimburse Supplier for any expenses unless such expenses are specified in the applicable SOW. When specified in the applicable SOW, HOERBIGER will reimburse reasonable, pre-approved (in writing) travel and related expenses incurred by

Supplier in performing the Services, but only in accordance with HOERBIGER's then-current travel and expense policies, including, without limitation, the furnishing of copies of receipts and other customary documentation for any expenses for which Supplier requests reimbursement.

(c) Subject to HOERBIGER's acceptance of the Goods, Services or Deliverables as applicable, the Supplier shall invoice HOERBIGER at the intervals specified, or on the achievement of the milestones indicated, in the SOW. If no intervals or milestones are specified, the Supplier shall invoice HOERBIGER at the end of each month for Services performed during that month. HOERBIGER will have no obligation to pay any fees or expenses that Supplier fails to invoice or provide a valid PO within sixty (60) days after the fees or expenses were incurred.

(d) Invoices must bear a valid PO number and must be submitted in accordance with the method set out in the SOW. The preferred method for Supplier to submit invoices in PDF or TIFF format to ap.hca@hoerbiger.com

(e) HOERBIGER shall pay each invoice submitted to it by the Supplier within thirty (30) days of HOERBIGER's receipt of an undisputed invoice. Supplier shall also provide payment instructions and, if applicable, a W9 form or an appropriate tax form. Unless otherwise stated in the SOW, HOERBIGER shall make payment via any recognized method of electronic funds transfer, including ACH/Paymode.

(f) HOERBIGER may withhold amounts disputed in good faith while the parties attempt to resolve the dispute, and this will not constitute a breach.

10. **Systems.** Access, if any, to any HOERBIGER Systems or the systems of HOERBIGER Affiliates, is granted solely to allow Supplier to provide the Services and is limited to those specific HOERBIGER Systems, time periods, and Supplier Personnel as are separately designated in the applicable SOW or otherwise by HOERBIGER in writing from time-to-time. Supplier use of HOERBIGER Systems will occur exclusively during approved time periods and by individuals authorized by HOERBIGER. Any other access or use of any HOERBIGER Systems or data is expressly prohibited. Without limiting the foregoing, Supplier warrants that it has adequate security measures in place to comply with the above obligations and to ensure that access granted hereunder will not impair the confidentiality, integrity, or availability of HOERBIGER Systems or services. Upon reasonable notice, HOERBIGER may audit Supplier to verify Supplier's compliance with these obligations.
11. **Facilities.** To the extent Supplier Personnel are granted access to HOERBIGER facilities, Supplier will be solely liable for their acts or omissions while at any site, including, without limitation, those resulting in personal injury, release to the environment, operational disruption, physical or cyber security incident, or property damage.
12. **Records and Audit.** Supplier will keep and maintain complete and accurate records in connection with its performance and all its claims to payment by HOERBIGER under this Agreement and will retain these records for at least ten (10) years after the amounts documented in these records become due. HOERBIGER (or its professional advisers) may audit such records during regular business hours upon reasonable advance notice and subject to reasonable confidentiality procedures. Supplier agrees to provide HOERBIGER's designated audit or inspection team reasonable access to the Supplier's records and facilities. If the auditors determine that HOERBIGER overpaid Supplier, Supplier will reimburse HOERBIGER for any such overcharge. HOERBIGER will bear the expenses of its auditors or inspection team. However, if the audit shows Supplier overcharged HOERBIGER by 5% or more during such audit period, Supplier will reimburse HOERBIGER for such expenses.
13. **Ownership of Deliverables; Assignment of Rights.** Without prejudice to HOERBIGER's rights of rejection under this Agreement, Supplier agrees that that title will transfer to HOERBIGER when payment of the relevant, uncontested invoices for such Goods and/or

Services is made by HOERBIGER. Where title in the Goods has passed to HOERBIGER following payment but the Goods have not yet been delivered to HOERBIGER, Supplier shall properly store, protect and insure the Goods and Supplier shall not mortgage, charge, pledge, sell, lease, lend, exercise any lien over or part with possession of any of the Goods. Supplier will and hereby does, and shall cause its employees, agents and sub-contractors to irrevocably assign (or procure the assignment) to HOERBIGER all right, title and interest in and to the Goods and Deliverables and all related Intellectual Property Rights.

14. **Waiver of Rights.** If Supplier has any rights that cannot be assigned to HOERBIGER, Supplier hereby unconditionally and irrevocably waives the enforcement of such rights and further agrees to and hereby does grant a world-wide, non-exclusive, irrevocable, perpetual, royalty-free, sublicensable, paid-up right and license to and under all Intellectual Property Rights in or under which Supplier or its Affiliates may now or hereafter have an interest, to the extent reasonably necessary or useful for HOERBIGER to receive the benefit of the Goods, Services, and/or Deliverables.
15. **Further Assurances.** At HOERBIGER's request and expense, during and after the term of this Agreement, Supplier shall, and shall cause its employees, agents and contractors to execute documents and take such further acts reasonably requested by HOERBIGER to enable HOERBIGER to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Deliverables.
16. **Confidentiality.**
 - (a) The parties agree to observe the provisions of this Section 16 during the period of this Agreement and for a period of ten (10) years after the expiry of termination of this Agreement. Other than in the performance of the Agreement, neither party, nor its agents, employees, or subcontractors will use, copy, or disclose to any person or entity, any Confidential Information of the other party (whether in written, oral, electronic or other form) that is obtained from the Disclosing Party or otherwise prepared or discovered either in the performance of this Agreement through access to the Disclosing Party's systems or while present at Disclosing Party's facilities. The provisions of this Section 16 relating to use, copying and disclosure will not apply to any information that: (i) is rightfully known to the Recipient prior to disclosure by the Disclosing Party, (ii) is rightfully obtained by the Recipient from any third party without restrictions on disclosure, (iii) is or becomes available to the public without restrictions, (iv) is independently developed by a party without access to or use of the information of the other party, or (v) is disclosed by Recipient with the prior written approval of the Disclosing Party. The foregoing exceptions shall not be interpreted by either party as a justification to disregard the obligations of confidence set forth in this Agreement merely because individual portions of the Confidential Information may be found to be within the exception, or because the Information is implied by, but not specifically disclosed in, information falling within the exceptions.
 - (b) The Recipient shall not be in breach of this Section 16 where may it is required to make disclosures of the Disclosing Party's Confidential Information to the extent required by law or court order, provided the Disclosing Party notifies the other party in advance (where practicable and/or permissible) and, where legally permitted, cooperates in any effort to obtain confidential treatment.
 - (c) To the extent that the Disclosing Party's Confidential Information is no longer required by the Recipient to enable the Recipient to perform its obligations or exercise its rights under the Agreement, at the Disclosing Party's request, the Recipient shall: (i) destroy or return all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information; (ii) erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and (iii) certify in writing to the Disclosing Party that it has complied with the requirements of this Section 16(c), provided that the Recipient may retain documents and

materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Agreement. The provisions of Section 16(c) shall continue to apply to any documents and materials retained by either party.

(d) The Disclosing Party reserves all rights in its Confidential Information. The disclosure of Confidential Information by The Disclosing Party does not give the Recipient any license or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement. Each party acknowledges that unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone may not be an adequate remedy. In the event of actual, attempted, or threatened unauthorized use or disclosure by a party, its employees, agents, or subcontractors, the other party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

17. **Publicity.** Neither party will publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of the other, except as may be required by law. No references to HOERBIGER, its Affiliates, trade names, trademarks, service marks, brands, marks, logos, codes, drawings or specifications will be used in any of Supplier's advertising, promotional efforts or any publicity of any kind, without HOERBIGER's prior written consent. In particular, no press releases concerning the existence or terms of this Agreement will be made without the mutual written consent of each party.
18. **Insurance.** Supplier is solely responsible for maintaining such adequate health, automobile, workers' compensation, unemployment compensation, disability, liability, cyber, and any other type of insurance required by law or as is common practice in Supplier's business. Supplier shall provide HOERBIGER with certificates of insurance or evidence of coverage before commencing performance under this Agreement or while performing Services under this Agreement. Supplier will provide adequate coverage for any HOERBIGER property under the care, custody or control of Supplier or Supplier's employees, agents or subcontractors. The Supplier shall maintain, as long as any SOW is in effect and for a period of two (2) years after the termination or expiration of all SOW, the following minimum insurance coverage and limits:
- (a) With respect to SOWs for Services, Workers' Compensation with Occupational Disease coverage with benefits afforded under the laws of the state in which the Services are performed. Within the United States, the Supplier's Workers' Compensation insurance policy shall be endorsed to include a waiver of subrogation in favor of HOERBIGER or its agent;
 - (b) With respect to SOWs for Services, Employer's Liability Insurance of US\$1,000,000 or equivalent for bodily injury per accident, US\$1,000,000 or equivalent for bodily injury by disease per employee, and US\$1,000,000 or equivalent bodily injury by disease policy limit;
 - (c) With respect to SOWs for design or professional Services, Professional Liability Insurance of US\$5,000,000 or equivalent per incident, and US\$5,000,000 in the aggregate;
 - (d) With respect to Supplier doing environmental work, Environmental Liability Insurance of US\$5,000,000 or equivalent per incident, and US\$5,000,000 in the aggregate;
 - (e) With respect to SOWs for Services, Automobile Liability Insurance with Owned, Hired and non-Owned coverage with a minimum combined single limit of US\$2,000,000 or equivalent per accident for bodily injury and property damage. This insurance shall include uninsured/underinsured motorist coverage and PIP Coverage;
 - (f) Commercial General Liability Insurance (including blanket contractual liability and broad form property damage) with Products Liability & Completed Operations coverage of US\$5,000,000 or equivalent per incident, and US\$10,000,000 in the aggregate (with Fire Legal Liability sublimit (if applicable)). Supplier shall have said Commercial General Liability Insurance policy endorsed to name HOERBIGER or its agent as an additional insured.

19. Indemnification.

(a) Supplier will defend, indemnify and hold harmless HOERBIGER, its Affiliates and its and their officers, directors, employees, sublicensees, customers, agents attorneys and insurers from and against any and all Actions and all related losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising from or relating to: (i) any breach or alleged breach of any representation, warranty or other provision of this Agreement by Supplier, its agents, subcontractors or employees, (ii) any negligent performance or non-performance of this Agreement by Supplier, its agents, subcontractors or employees, (iii) any infringement or alleged infringement of any Intellectual Property Rights relating to any of the Goods, Services or Deliverables, (iv) any injury including bodily injury, disability or death, personal injury or property damage or any damages in any way attributable to or arising out of the supply of Goods or Services by Supplier under this Agreement, including, but not limited to, claims arising out of any negligent or intentional act or omission of Supplier, its agents, subcontractors or employees, (v) any claims against HOERBIGER to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by Supplier, its agents, subcontractors or employees, and (vi) any liability imposed on HOERBIGER or its Affiliates to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Supplier pursuant to this Agreement.

(b) HOERBIGER will give Supplier written notice of any such Action and Supplier shall give prompt written notice to HOERBIGER of any claim as to which Supplier has a duty to indemnify HOERBIGER under this Section. HOERBIGER shall have the right, but not the obligation, to control the defense (using counsel of its own choosing) of any claim brought against HOERBIGER as to which Supplier has a duty to provide indemnity under this Section, with all attorneys' fees, costs and other expenses of such defense to be paid in full by Supplier. HOERBIGER also has the right to participate in the defense of any such Action. In no event will Supplier settle, compromise or consent to the entry of judgment in any Action without HOERBIGER's prior written consent. From the date of written notice from HOERBIGER to Supplier of any such Action, HOERBIGER will have the right to withhold from any payments due Supplier under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Supplier's obligations under this Section 19.

20. Termination and Survival.

(a) Without prejudice to any other right or remedy it may have, either party may by notice in writing immediately terminate this Agreement and/or any SOW if the other party: (i) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (ii) breaches its warranties under Section 5(k), (l), (m) or (n); (iii) ceases operation without a successor; or (iv) seeks protection under any insolvency, bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). In addition, HOERBIGER may, by notice in writing to Supplier, immediately terminate this Agreement for breach by Supplier of its obligations to supply Goods and Services that comply with the requirements set out in any of Section 4, Section 7 or Section 8. Notwithstanding anything to the contrary, HOERBIGER may terminate this Agreement, including any and all SOWs, for convenience at any time upon ten (10) days' advance written notice to Supplier. In the event HOERBIGER terminates a Statement of Work (whether terminated for convenience or otherwise), HOERBIGER's only liability will be to pay to Supplier such properly evidenced, fair and reasonable costs for any work in progress in respect of the Goods and any Services provided by Supplier up to and including the

date of termination of the SOW in accordance with the payment provisions as set out in this Agreement, provided that such consideration shall not include payments in respect of Supplier's loss of anticipated profits or consequential loss.

(b) Upon any expiration or termination of this Agreement for any reason, or upon earlier request by HOERBIGER, Supplier will promptly deliver to HOERBIGER all Deliverables (in whatever state of completion) and return or (if directed by HOERBIGER) destroy all HOERBIGER Confidential Information and derivatives thereof. Termination of this Agreement is not an exclusive remedy and the exercise of either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. Neither party will have any liability resulting from the termination of this Agreement in accordance with its terms.

(c) Termination or expiry of this Agreement shall not prejudice or affect the continued existence and validity of the rights and obligations of the parties under those Sections expressly stated to survive or implicitly surviving termination, and in particular, Sections 4 (Supplier's Representations and Warranties), 12 (Records and Audit), 13 (Ownership of Goods and Deliverables), 16 (Confidentiality), 17 (Publicity), 18 (Insurance), 19 (Indemnification), 20 (Termination and Survival), 21 (Inadequacy of Damages), 30 (Independent Contractor), and 34 (Governing Law and Arbitration) will survive any expiration or termination of this Agreement.

21. **Inadequacy of Damages.** Because the Services are personal and unique and because Supplier will have access to Confidential Information of HOERBIGER, HOERBIGER will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that HOERBIGER may have for a breach of this Agreement at law or otherwise.
22. **Force Majeure.** Provided it has complied with this Section, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. The Affected Party shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and (b) use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations. If the Force Majeure Event prevents, hinders, or delays the Affected Party's performance of its obligations for a continuous period of more than one (1) month, the party not affected by the Force Majeure Event may terminate this agreement by giving ten (10) days' written notice to the Affected Party.
23. **Assignment.** Supplier may not assign this Agreement without the prior written consent of HOERBIGER and any attempt to do so will be void. Notwithstanding the foregoing, HOERBIGER may assign this Agreement to (a) an Affiliate or (b) any other entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities or assets of HOERBIGER.
24. **Subcontractors.** Supplier will supply all Goods and perform all Services only through its regular, full-time employees and may not subcontract any element of the supply obligation without the prior express written consent of HOERBIGER. To the extent any such subcontractors are authorized by HOERBIGER, Supplier will (i) remain directly responsible to

HOERBIGER for the acts or omissions of each subcontractor and (ii) ensure that each subcontractor is bound in writing to terms equally as protective of HOERBIGER as the terms and conditions of this Agreement (including, without limitation, as may be necessary to secure any rights from any such subcontractor for purposes of Section 13 (Ownership of Deliverables)).

25. **Amendments.** Any amendments will be effective only if made in writing signed by a representative of the respective parties.
26. **Waiver.** No provision of this Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party.
27. **Severance.** If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
28. **Entire Agreement.** Both parties agree that this Agreement (including any executed SOWs) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
29. **Conflict.** If there is an inconsistency between any of the provisions of this Agreement and the provisions of any SOW, any provisions the SOW which are expressly stated to override this Agreement shall prevail.
30. **Independent Contractor.** Supplier will be solely responsible and liable for any compensation due to Supplier's employees, agents or subcontractors and employment-related taxes, insurance premiums or other employment benefits required to be provided to Supplier's employees, agents or subcontractors under applicable foreign, federal, state and local laws, statutes, orders and regulations. Neither Supplier nor any of Supplier's employees, agents or subcontractors will be eligible for any benefits from HOERBIGER (including, without limitation, vacation or illness payments, stock awards, bonus plans, profit sharing, health insurance or retirement benefits) normally provided by HOERBIGER to its employees. Supplier will perform its obligations under this Agreement in the capacity of independent contractor, and not as an employee, partner, agent or joint venture partner. HOERBIGER will not be responsible for the payment of any duties or taxes imposed on the income or profits of Supplier. Neither party will make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so.
31. **Third Party Rights.** Any Affiliate which is expressly granted a right under the Agreement can enforce that right in relevant jurisdictions provided that the Parties may agree to vary the Agreement without notice to or the consent of any third party.
32. **Notices.** Any notice or consent under this Agreement will be in writing, which shall be delivered via email or physical copy, to the addresses specified in the execution block below.
33. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. The counterparts of this Agreement and all SOWs may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

34. **Governing Law and Arbitration.** This Agreement, the contractual relationship between HOERBIGER and Supplier, and every agreement established in accordance with these terms on the basis of an SOW shall be governed by the laws of Delaware, expressly excluding the conflictsof-laws provisions of Delaware or of any international private law and international uniform law, in particular the United Nation Convention on Contracts for the Sale of International Goods, 1980, and any successor thereto. Except as provided herein with respect to equitable relief, Arbitration is the exclusive method for resolution of any claims or disputes arising out of, or in connection with, this Agreement or the business or affairs of the parties or any of their subsidiaries, and the determination of the arbitrators will be final and binding (except to the extent there exist grounds for vacation of an award under applicable arbitration law) on the parties. The arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its Rules. The arbitration shall be decided by a Panel of three independent arbitrators. Each party shall appoint one arbitrator within thirty (30) days of the notice of arbitration. The two arbitrators thus appointed shall choose the third arbitrator who will act as the Chairman of the Tribunal. If within thirty (30) days, one party has not appointed an arbitrator, or within thirty (30) days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the Chairman, the arbitrator and/or Chairman shall be appointed pursuant to the Rules of the International Chamber of Commerce (ICC). The place of arbitration shall be Chicago, Illinois, U.S.A. The language of the arbitration shall be English. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Nothing in this Agreement will prevent either party from resorting to a judicial court of competent jurisdiction for the limited purpose of seeking injunctive or other interim relief.

Place, Date

Place, Date

Supplier

Purchaser

Signature