

Standard Terms and Conditions of Purchase

I. General

These Standard Terms and Conditions of Purchase ("Terms") shall be part of all our orders. These Terms are valid exclusively. Any other additional or different terms shall be deemed objected to by Schroedahl GmbH ("we" or "us") without need of further notice of objection and shall be of no force or effect. Silence upon submission of supplier's conditions shall not be deemed to be acknowledgement. No variation in the delivery schedule, price, quantity, specifications or other provisions of this order, and no new additional or different terms or provisions, will be binding on us unless agreed to in writing and signed by our authorized representative. These Terms also are valid for future transactions with the supplier.

II. Order and Changes

Our order and supplier's order confirmation shall be made in writing. Oral agreements require a written confirmation. The same is valid for any amendment.

The supplier is obliged to accept our orders in writing within 1 week otherwise we are authorized to withdraw from the order without any costs or liabilities. Acceptance of this order and each of its terms and conditions will be evidenced by the supplier's execution of the acknowledgement copy hereof, or by the supplier's commencement of performance or shipping. In all communication, supplier shall provide reference to our order number and to our order item number.

The goods to be supplied ("Goods") will be ordered according to the specifications stated in the order. The supplier must verify that he has the specification available in the version stated in the order and, if necessary, must ask for its provision. Moreover, the supplier must verify whether the Goods, material and design of such meet the requirements of the intended purpose of use.

We can, at any time, make changes or additions in or to drawings, specifications, method of shipment or packing, place of delivery, the construction and design. If any such change causes an increase or decrease in the cost of, or the time required for, performance under the order, supplier shall notify us in writing immediately and an appropriate equitable adjustment will be made to the price and/or time of delivery by written modification of the contract. Supplier's failure to assert a written claim for adjustment within 5 days after supplier's receipt of our change order shall constitute a waiver of such claim.

III. Delivery

a) Unless otherwise agreed in writing, delivery term shall be DDP including custom fees, location designated by us, Incoterms 2020 including packaging.

Should the parties agree on a different delivery term, the supplier shall bear the risk as defined in the agreed INCOTERMS.

b) Agreed delivery dates are binding and time is of the essence. Delivery shall only be completed upon complete delivery of the Goods without any defect to the place of delivery. Delivery before the agreed delivery dates may only occur with our explicit permission and does not affect the originally agreed delivery date. Should Goods be delivered before the date mentioned in the order, we reserve the right to, at our option, send them back to supplier at supplier's cost; store them or have them stored at the supplier's cost and risk until the agreed delivery date.

c) Whenever any actual or potential cause delays or threatens to delay performance of this order, supplier shall immediately notify us in writing, stating the case, expected delay and countermeasures.

In the case supplier does not meet the delivery date, we are entitled to claim a penalty of 1 % of the order value per commenced week, however, a maximum of 10 % of the order value. We are entitled to claim the contractual penalty in addition to fulfilment of the contract. We can claim the penalty at any time even after payment of the price. Claiming the payment of penalties shall be without prejudice to any our further rights and remedies at law or otherwise.

After the unsuccessful expiry of a reasonable additional grace period we are also entitled to have the delivery made by a third party at the expense of the supplier. In this case, the supplier is obliged to immediately hand over the necessary documents to us. Insofar as industrial property rights prevent delivery by third parties, the supplier is obliged to immediately obtain a corresponding release from these rights.

d) Every delivery must contain a delivery note. This delivery note must as a minimum show the exact description of the Goods, the delivered amount, the material number as well as our order number, order item number and weight.

Such information is also to be shown on all waybills and/or other shipping documents, customs documents as well as other documents specified in the order. Regulations on the transport of dangerous goods must be observed; particularly are dangerous goods to be marked as such. The consequences of incorrect, incomplete or delayed delivery papers/documents shall be borne by the supplier.

The delivery is to be properly packaged. Superfluous and non-environmentally friendly packaging should be avoided. We are entitled, at our own discretion, to return the packaging to the supplier, to recycle it or to dispose it.

The supplier assures that both the delivery and spare parts can be delivered to the client 15 years after delivery on reasonable terms. If the supplier intends to stop the delivery or spare parts for this after the deadline, the supplier is obliged to inform us immediately in writing and give us the opportunity to place a last order.

IV. Quality

The supplier must comply with the acknowledged standards and the then current state of the art technology, the applicable safety

regulations and the agreed technical data and specifications. Any change to the Goods or its design, production method, production location or raw material source require our prior written consent. The nature of cooperation on quality is based on either an agreement with the supplier or the targets pursuant to our quality management system. The supplier is obliged to perform the order according to our current quality guideline.

The supplier must carry out quality assurance that is suitable in terms of type and scope and corresponds to the latest state of the art and to provide evidence of this to us on request.

The supplier must ensure through factory checks that the deliveries correspond to our technical specifications. The supplier is obliged to make records of the tests carried out and to archive all test, measurement and control results for 10 years. We are entitled to inspect the documents and make copies at any time.

The supplier shall mark the delivered items in such a way that they are permanently recognizable as his products, unless otherwise agreed in writing.

Upon request, the supplier will conclude a corresponding quality assurance agreement with us.

V. Price, Invoicing and Payment

a) The price listed in the order is binding and excluding taxes.

b) All invoices must list the exact description of the Goods, the delivered quantity, the material number, our order number, unit purchase price in the currency of the transaction, delivery term, named location, country of origin, the appropriate Harmonized System (HS) tariff code and Export Control Number (ECN) code and the weight of the Goods. Should the supplier neglect this, we shall not be responsible for any delays in processing. Statutory value added tax is to be listed separately. A proper invoice must comply with the legal requirements and the requirements of the order. Incorrect invoices are only deemed to have been received by the supplier from the time of correction.

c) Payments will be made after receipt of the invoice, however, not before receipt of the Goods, pursuant to the conditions stipulated in the order. Unless otherwise agreed by the parties, payment is due within 30 days with 3 % cash discount or within 60 days net. In the case of a notice of defects, the time period for payment only starts after settlement of the claims and receipt of the corresponding invoice. The discount deduction is also permissible if the client offsets or withholds payments due to defects; the discount period begins after the defects have been completely rectified.

d) The supplier is not entitled to assign receivable amounts owed by us or to have third parties collect them without our prior written consent, which may not unreasonably be withheld. Insofar as payments are to be made by us before delivery (advance payments), the supplier must provide corresponding bank guarantees from a bank defined by us in our favor before we make payment. Payments do not mean that the delivery is in accordance with the contract. Payments are made subject to subsequent claims.

VI. Warranty and Product Liability

a) Supplier warrants that the Goods will conform to and comply with the terms of this order, the specifications, applicable

law and relevant international standards in the industry, are fit for their intended purpose, are new and free from defects, free from third party rights, whether domestic or foreign, and free from any liens and encumbrances. Such warranties are in addition to any other warranty, express or implied, or service guarantee of supplier.

b) We shall give notice of defects within 15 days upon detection. No duty of examination of the Goods shall apply to us. Deviations in quality and quantity that are not externally recognizable will be reported to the supplier as soon as they have been identified in the ordinary course of business.

c) The warranty period shall be 24 months from date the Goods (or the product into which the Goods were incorporated) are put into operation or 36 months from delivery of the Goods, whatever occurs earlier. If a defect is rectified or if substitute goods are delivered, the warranty period starts again. We are entitled to the full range of statutory rights in the case of defects. In any case we are entitled, according to our choice, to demand either rectification of the defect or delivery of new goods.

We are entitled to rectify the defect ourselves or by a third party at the supplier's costs, if supplier shall not rectify the effect within 10 days upon notice of defect, danger is imminent or if, in our opinion, there is a special urgency.

In any event, supplier shall bear the costs and expenses related to the rectification or replacement, including without limitation, the costs for removal and installation, transportation and travel costs to the then current location of the defective part.

The supplier shall be liable for deliveries and for performances of subcontractors and sub-suppliers to the same extent to which he is liable for his own performances.

d) As far as the supplier is responsible for a defect, it is obliged to indemnify, defend and hold us harmless from claims of whatever nature by our customer or other third parties at our first demand.

e) The supplier commits himself to maintain a product liability insurance with an appropriate coverage but no less than Euro 5,000,000.00 (in words: five million Euro) per occurrence and to present this insurance to us upon demand.

VII. Certificate of Origin

The supplier will allow the verification of certificates of origin by the customs administration and provide any required information and official certificates. The supplier is obliged to indemnify us for any damage and claim for any authority not accepting the declared origin due to incorrect certification or possibility of verification.

VIII. Intellectual Property (IP) Rights

Supplier shall grant us a transferable, unlimited, unrestricted and royalty-free license to use any IP right related to the Goods, any drawing, document, data or other information supplied to us.

Should third parties raise claims due to violations of IP rights or other violations of rights in connection with the production, installation or use of the Goods, the supplier shall indemnify, defend and hold us and our customers harmless from any such claims.

Upon request, the supplier must either procure at his own cost for us or for our customers the right of use of the IP rights concerned or replace the Goods or the process in such way, that no IP rights are violated. The supplier commits himself to inform us without delay of any risks of violation that become known and of any alleged cases of violations and to give us the opportunity, to counteract any corresponding claims.

IX. Title, Supply of Material Workshop Equipment

a) Title in the Goods shall pass upon delivery. We do not accept any reservation of title.

b) In the case of a down-payment, the supplier shall grant us a right of title in the Goods even while in the production process, in particular in the material and/or components and individual parts necessary for the production, corresponding to the value of the down-payment made.

c) Workshop equipment which is our property, such as tools, models, matrices, templates, samples provided by us to the supplier on loan or otherwise, is to be treated and stored diligently and must be returned to us upon request, latest after execution of the contract, in good order and condition. It may only be used for the fulfilment of the respective contract with us and only be used with our prior written consent for the supplier's own purposes or deliveries to third parties. Even if the supplier for any reason whatsoever has become proprietor of our workshop equipment, we can request its return at any time. Supplier's retention rights are excluded.

d) The supplier is obliged to ensure the workshop equipment belonging to us at its replacement value at his own cost against damage caused by fire, water and theft. At the same time, the supplier hereby already now assigns to us any claims for compensation from this insurance; we hereby accept the assignation. The supplier is obliged to execute maintenance and inspection work that might become necessary on our tools as well as any servicing and repair work at his own cost in good time. He must inform us without delay of any breakdown as well as loss, attachment orders or other disturbances. The supplier is liable for loss of, and damage to, the workshop equipment.

e) The tools and workshop equipment must at any time be kept separate and identified as our property.

f) In the case we supply material to the supplier, we keep title in such material. Processing and reshaping by the supplier are done on our behalf. Should reserve title goods be processed or incorporated with other goods not owned by us, we obtain joint ownership of the new goods in the relation of the value of our goods (purchase price plus VAT) compared to the other processed/incorporated goods at the time of processing. Should incorporation be done in a way that the supplier's product has to be regarded as the main object, it shall be deemed to have been agreed that the supplier assigns to us a proportionate joint ownership; the supplier shall keep the sole or joint ownership for us.

g) Manufacture of tools must be affected according to our specifications. Tools manufactured by the supplier must be able to produce items complying to the drawings under the conditions of a series production process.

h) The delivery scope contains, in addition to the tools and the Goods, the complete documentation as is customary in the branch of trade for the tool and/or the Goods, even if this has not been expressly stated in the order, in particular it contains all construction documents for the tool and Goods, a complete set of drawings for the tool/Goods, including detailed drawings, complete component list, a complete set of CAD data in the format stipulated by us as well as service instructions for the tool/Goods.

i) Should the supplier produce tools or other workshop equipment on our behalf and at our costs, these objects shall pass into our sole or joint ownership even during the production process in the relation of the value of the down-payments made by us (purchase price plus VAT). Should it have been agreed that only a part of the costs is taken over, we shall obtain joint ownership corresponding to our share of the costs.

j) Regarding tools in our joint ownership, provision IX c) is valid *mutatis mutandis*.

X. Subcontractors

This order, or any rights thereunder, may not be assigned or hypothecated by supplier, and none of the work which we contemplate being performed by supplier shall be subcontracted, without our prior written consent: and, if and when subcontracting is allowed, supplier shall continue to comply with, and be bound by, all provisions of this order.

XI. Laws, Trade Compliance, Indemnification

a) Supplier agrees to indemnify, defend and hold us free and harmless from any and all claims for damages caused to persons or property as a result of defects in the items covered by this order; and from any and all liability, loss or damage arising out of any act or omission of supplier, or its agents or employees, or out of supplier's failure to comply with any applicable laws, or governmental and regulations, or with any of these terms and conditions or the order.

b) Supplier agrees to comply with all applicable laws, ordinances, rules and regulations which may be applicable; and, upon request, supplier shall certify to such compliance.

The supplier guarantees compliance with applicable Regulation (e.g. (EC) No. 1907/2006 (REACH)). In this respect, the supplier fulfills all notification, approval, registration and approval obligations under this ordinance. If obligations remain for us as a result of improper performance by the supplier, the supplier shall indemnify us from the costs incurred for the fulfillment of these obligations, unless the supplier is not responsible for the improper performance of obligations. The supplier is obliged to comply with the labeling and information requirements applicable to the delivered products in a proper, complete and timely manner without further request. In addition, the supplier will provide us with the safety data sheets in accordance with applicable Regulation (e.g. (EC) No. 1907/2006 (REACH)) without being asked before the first delivery. This information is essential.

The supplier guarantees compliance with the requirements of applicable law on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Restriction of

Hazardous Substances - RoHS) (e.g. Directive 2011/65/EU) and on waste electrical and electronic equipment (Waste from Electric and Electronic Equipment-WEEE) (e.g. Directive 2012/19/EU) as well as the specifications of the national implementations, in particular the Ordinance on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment (Electrical and Electronic Equipment - Substances Ordinance - Electrical Substance V) and the Electrical and Electronic Equipment Act (ElektroG). The supplier must declare the RoHS conformity of the contractual products to us in writing before the first delivery, the packaging of the products must be marked accordingly, and the RoHS conformity must be confirmed in the delivery note with the note "RoHS-compliant/ RoHS-compliant"

c) Supplier shall comply with all applicable export and import laws, as well as anti-bribery and anti-corruption laws, including without limitation, the

U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any applicable domestic anti-corruption laws. In all cases the Supplier must provide an invoice and a packing list, and if applicable duty preferential program declaration or statement.

d) The supplier undertakes to comply with the principles and requirements of the "Code of Conduct for Suppliers of the CIRCOR Group" in the currently valid version, available at <https://www.circor.com/sites/default/files/imported-files/Corporate-Compliance-Supplier-Code-of-Conduct.pdf>

The supplier is obliged to comply with the laws of the applicable legal system(s), in particular those of the country of manufacture and destination. He will not participate actively or passively, directly or indirectly, in any form of bribery, violation of the human rights of his employees or child labor. He will also assume responsibility for the health and safety of his employees at work, observe environmental protection laws and promote and demand compliance with this code of conduct from his suppliers as best as possible. The supplier will document compliance with the aforementioned principles and requirements using suitable business documents and make them available to the client upon request. The supplier agrees to an inspection of the obligations from the "Code of Conduct for Suppliers of the CIRCOR Group", also on site at the relevant locations, and will adequately support us in an inspection at his own expense. If there is a suspicion that the supplier is not complying with the above principles and requirements, he must comprehensively inform the Client of the specific facts upon request. If we culpably violate the above principles and obligations, we are entitled, without prejudice to further claims, after a reasonable deadline for eliminating the breach of duty has elapsed without result, to withdraw from the contract or to terminate the contract without notice.

e) Pursuant to the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and Form SD associated with Section 13(p) of the Securities Exchange Act of 1934, supplier must comply with the Circor Conflict Minerals Policy found at <https://circorinternationalinc.gcs-web.com/static-files/2c30d139-10ed-4ebf-b2b7-a7a0d13409a4> under the Supply Chain Standards tab and with all expectations and requirements mandated thereunder. The Circor Conflict Minerals Policy applies, regardless of form and location of ownership, to all our suppliers of materials or products consisting of or containing "conflict minerals" (cassiterite, columbite-tantalite (coltan), gold and wolframite and the following derivatives: tantalum, tin and

tungsten). These requirements must also be passed through by supplier to all of its suppliers of materials or products containing conflict minerals within the supplier's supply chain for materials or products purchased by us. Failure to cooperate regarding these requirements could lead us to source from alternative suppliers.

f) The supplier undertakes to comply with all applicable environmental laws, regulations and standards in relation to the production, transport and delivery of the products. The supplier must avoid the use of environmentally hazardous products and processes and ensure that the supplier does not supply products that are hazardous to the environment or health and not uses any such processes. The supplier undertakes to promote environmentally friendly and sustainable production methods and to minimize the consumption of resources. This includes in particular the efficient use of energy, water and raw materials as well as the reduction of waste and emissions. When packaging the delivered products, the supplier is required to give preference to environmentally friendly materials and to use as little packaging material as possible without jeopardizing the safety and integrity of the products. The supplier is encouraged to develop innovative solutions to reduce the carbon footprint of production and delivery. The supplier is expected to use recycled materials where possible and to minimize or, if possible, eliminate the use of hazardous chemicals. The supplier agrees to provide information after request on the environmental impact of its products and processes in order to jointly identify opportunities for continuous improvement.

g) Supplier guarantees to comply with all relevant minimum wage laws, to assume full liability for breaches by supplier, subcontractors, sub-suppliers and agents used and to fully indemnify and hold us harmless from any third-party claims resulting from a breach of such laws.

XII. Non-Disclosure

The supplier shall hold and maintain Confidential Information in strictest confidence and shall not, without our prior written consent, disclose such Confidential Information to any third party. "Confidential Information" shall include all information relating to us, our affiliated companies and customers' business, technology and/or affairs, including without limitation our workshop equipment, orders, production methods, drawings, models, templates, samples and similar objects, regardless of whether written or verbal information. This shall not apply to information known to the general public or is independently developed by supplier.

Subcontractors, sub-suppliers and employees must be bound in writing to at least equal terms.

The confidentiality obligation shall continue until the respective Confidential Information shall become known to the public.

If any provision of this Contract shall be found invalid or unenforceable under any statute, regulation, or rule of law, the remaining provisions of this Contract shall remain in full force and effect.