



Supplier Commercial Terms and Conditions

1. BINDING EFFECT OF AGREEMENT. These standard commercial terms and conditions ("Terms and Conditions") of Shape Technologies Group, Inc. and its subsidiary(ies) and/ or affiliate(s) (collectively, "Buyer") apply to all transactions between Buyer and its Suppliers, including all Buyer Purchase Orders, whether or not expressly referenced. No other terms and conditions and no variations to these Terms and Conditions shall be binding unless agreed to in writing by authorized representatives of Buyer and Supplier.

The Supplier and the Buyer are independent entities with respect to each other. Nothing in this agreement creates any special relationship between the parties, neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, on behalf of the other party for any purpose whatsoever, except as described herein.

2. PRICE. Except as otherwise provided in the Agreement, all prices paid hereunder include all labor costs, insurance, customs, duties, warehousing costs in Buyer's designated warehouse, packaging, loading, royalties and license fees of any kind associated with manufacturing, intellectual property rights of the Supplier or any third party. All prices are in United States Dollars unless otherwise provided. Supplier warrants that the prices charged for its products are as low as or lower than the lowest prices charged by the Supplier to any other customers for similar products in the same or similar quantities and under similar circumstances. Acceptance of the Purchase Order is your acceptance of the negotiated price and cannot be changed without written approval by the buyer prior to product delivery.

3. QUALITY (RIGHT TO INSPECT). Supplier agrees to maintain a quality control system for all products to be delivered hereunder that will eliminate rejects and will strive toward a goal of zero defects. Such a system shall include process controls that will provide for inspection and verification of all critical parameters or operations on a regular or continuing basis throughout the manufacturing process. Supplier agrees to maintain for a minimum of three (3) years such quality records as material specifications, heat lot numbers, and final acceptance records. Buyer and its customer(s) shall have the right to inspect all articles and material ordered both at Supplier's facility and upon arrival at destination. If the Supplier employs services of any subcontractor, the Supplier must supply the name and address of each subcontractor. The same inspection privileges apply. Buyer may reject any and all articles and materials not conforming to specifications, drawings, samples, or descriptions. Any rejected articles or materials held by Buyer pending the Supplier's disposition will be at the Supplier's risk.

4. INVOICING AND PAYMENT TERMS. Payment terms are as stated on the Purchase Order unless documented within a Master Supply Agreement (MSA) between Supplier and Buyer or one of its Affiliates. Terms defined in the MSA shall take precedence over any conflicting terms.

All invoices, packing lists, bills of lading, containers, tags, and correspondence pertaining to Purchase Orders must bear Buyer's Purchase Order number, part number, country of origin, and any other coding requested.

Unless notified otherwise by Buyer in writing, all invoices are to be provided to Buyer's Accounts Payable Department as stated on the Purchase Order. A separate invoice must be rendered for each lot of material shipped or delivered to Buyer with exact pricing as indicated on the Purchase Order, the line numbers corresponding to the products delivered and the packing list. If an order requires multiple deliveries, the Buyer will not be invoiced additional costs.

Supplier will invoice no later than one hundred eighty (180) days after completion of Services or shipment of products. Buyer will not be obligated to make payment against any invoices submitted after such period.

5. PACKAGING. All products will be prepared for shipment and packed to prevent damage and deterioration and in accordance with the then current **Shape Global Packaging Specification FIC-0312** and must comply with carrier tariffs. The Supplier commits to provide the most appropriate packaging for the products to ensure their integrity until their time of use. Unless explicitly specified on the packing slip, Supplier packaging is not considered to be returnable. No charges will be paid by Buyer for preparation, packing, crating or freight unless so noted on the face of the Purchase Order. Failure to comply with these packaging requirements may result in the rejection or return of shipment at Supplier's expense.

For Buyer entities located in Europe, packaging related to protection, shipment or products handling for the purchased products must follow the requirements of European Directive 94/62 dated 20/12/1994 published in the official journal of the European Community under reference L365/10 dated 31/12/1994. In addition, each and every item must be clearly identified. All shipments originating outside of the United States must be accompanied by a commercial invoice that contains the invoice number, shipment date and all of the following information for each part on the shipment: Buyer Purchase Order number, Buyer part number, Item description, Item size (including net weight), Quantity Unit price (including currency), country of origin, and Harmonized Tariff Schedule (HTS) code.

6. PRODUCT IDENTIFICATION AND DOCUMENTATION. For the Supplier to be paid in a timely manner for products and services contracted by Buyer, all shipments must have items/products/materials marked or identified with Buyer's part number as per the Purchase Order line-item entry.

- Each shipment must include a packing list.
- Packing lists for items, products and materials must exactly reflect the correct Purchase Order number, line item, quantity, Buyer's part number, country of origin, harmonized tariff code and any other coding specifically requested by Buyer. The ship date is to be clear and legible. Note: country of origin and harmonized tariff code may also be emailed to Buyer.
- In the absence of a complete packing list, only the weight(s) and quantity(-ies) noted by the Buyer will be considered for settlement. Buyer reserves the right to return products at Supplier's cost and risk.
- Invoices for delivery of products and material must exactly reflect the correct Purchase Order number, line item, quantity, Buyer's part number, country of origin, and any other coding specifically requested by Buyer.

It is the responsibility of the Supplier to notify the Buyer in writing of any changes to the country of origin for all products purchased by the Buyer, prior to shipment, throughout the year.

Failure to comply with these requirements may result in the shipment being rejected and returned to the Supplier, at the Supplier's expense, or delay of invoice payment until corrected documentation has been received by Buyer. If the Supplier chooses to use a subcontractor to fulfill an order from Buyer, the Supplier will be responsible for ensuring the subcontractor submits the appropriate paperwork as specified above.

7. LOGISTICS.

Unless otherwise specified on the face of Buyer's Purchase Order, domestic and international shipping terms are FCA (Incoterms 2020 by the International Chamber of Commerce (ICC)) to the carrier and destination or port as assigned by Buyer and shall be shipped in accordance with the then current Domestic Routing Guide or International Routing Guide. FCA at Supplier is meant to be the only address listed in the Vendor block. Shipping from any other point will require prior approval from Buyer. All products are to be shipped to Buyer on freight "collect" only basis. No "prepay-and-add" freight or "handling fees" shall be added to commercial invoices. Supplier shall not insure products while in transit nor declare shipment value for carriage in shipping documents except for products where the tariff rating is dependent upon the released or declared value; in which event, such value shall be released or declared to take advantage of the lowest class rate. Supplier shall route shipment in accordance with Buyer's shipment routing instructions. Buyer will not be held liable for any unauthorized freight charges. Supplier shall reimburse Buyer for transportation costs resulting from violation of Buyer's routing instructions. Failure to comply with these instructions will result in non-payment. Supplier will contact Buyer regarding expedited deliveries.

8. DELIVERY AND RECEIPT OF PRODUCTS. The Buyer requires Supplier to send a written order confirmation within forty-eight (48) hours of Purchase Order receipt. The order confirmation must detail the Delivery Date; if not honored, the Buyer reserves the right to cancel the order. The Supplier has the obligation to inform the Buyer of any possible delays with order confirmation.

The Supplier commits to immediately notify the Buyer of any event which could lead to a delivery delay compared to the Delivery Date specified in the Purchase Order. The Buyer reserves the right to cancel all or part of this Purchase Order if not delivered within the Delivery Date specified on the Purchase Order.

Delivery will be in accordance with the shipping address on the Buyer Purchase Order (Delivery Point). Product sold under this Agreement shall be deemed received when delivered to the address indicated on the Buyer Purchase Order.

In the event of an actual delay, whereby by Supplier (or Supplier's agent or carrier) fails to deliver a complete order to the Delivery Point by the Delivery Date, Supplier expressly accepts that the Buyer can, at its sole discretion and regardless of the cause of delay, with the exception of force majeure, after a written notice from the Buyer to the Supplier whose effect would have not been followed within eight (8) days, demand:

- 1) the shipment be sent express at the Supplier's expense, and/or
- 2) to reduce the order, and/or
- 3) to cancel all or part of the order or part of the order not executed at no cost to the Buyer, and/or
- 4) procure and secure products of equal or better quality, at market rate and at direct cost to the Supplier, for all outstanding products not received.

The Buyer may reschedule any delivery in whole or in part prior to the scheduled delivery date at no additional cost.

The Buyer may cancel any order prior to delivery if it is not deemed a designed specific product of the Buyer.

If the Buyer notifies the Supplier of a cancellation on a designed product, the Supplier should immediately stop production and calculate all materials and production costs incurred up to that point and provide to Supplier as supportable cancellation fees.

The Buyer can cancel all or part of an order, without liability to the Buyer, at any time after its acceptance if the Supplier: 1) renounces, does not execute or threaten not to execute any requirements of the present contract including the Supplier's warranties; 2) neglects to provide or threaten not to provide the services or the products following the present requirements, or 3) neglects to correctly provide the services or products on-time.

Any authorization for changes must be received from Buyer in writing prior to shipping. Late delivery penalties are defined on a case-by-case basis for each week that an item is past due. If any Purchase Order is not received at the Delivery Point on or before the Delivery Date, then starting with the first day following the Delivery Date, and for every day thereafter until all order Good(s) and/or Services have been received, a daily, 0.2857% of order net total dollar amount will be charged back to the Supplier, either directly or in the form of a Supplier issued credit, at the sole option of the Buyer and capped at a maximum 5% of order net total.

The Buyer reserves the right to send back any delivery arriving more than 15 days prior to the expected Delivery Date and refuse any excess quantities. In the event of agreement from the Buyer for an anticipated delivery, the settlements will be dealt with following the initial contractual payment terms.

9. QUANTITY. Buyer will not accept advance shipments, shipments of greater quantity, or shipments of a lesser quantity than ordered, unless specifically authorized by Buyer in writing. Buyer's acceptance of lesser quantity will not relieve Supplier of its obligation to delivery of the balance of the product ordered, unless indicated in writing by Buyer. If it appears Supplier will not meet delivery date set forth on Buyer's Purchase Order after acceptance of Purchase Order, Supplier will promptly notify Buyer and, if requested by Buyer, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, and added cost will be borne by Supplier.

Supplier agrees that back orders must be prepaid by Supplier when delivered past the due date specified on the Purchase Order.

10. INSPECTION/ACCEPTANCE. Buyer will have the right to inspect all products, both at Supplier's facility (upon reasonable notice) and upon arrival at destination. If Supplier employs services of any subcontractor, Supplier must supply the name and address of such subcontractor, and the same inspection privileges apply. Buyer may reject any and all articles and materials not conforming to Purchase Order, specifications, drawings, samples, or descriptions. Any rejected articles or materials held by Buyer pending Supplier's disposition will be at Supplier's risk. Supplier must pay freight cost on all rejected materials (and replacement products)

The Supplier commits to notify the Buyer in writing of any manufacturing defect without delay and to remedy to any functioning defect of products originated from a material design or manufacturing vice. In the event of a non-conformity of products or if they show material, manufacturing, functioning or assembly defects, they can be returned to the Supplier, at Supplier's cost, risk and peril, including those related to the shipment.

11. REPLACEMENT OF REJECTED PRODUCTS. At Buyer's option, the Supplier shall replace those products rightfully rejected by Buyer. Supplier shall bear the cost of shipping and risk of loss of all defective or non-conforming products while in transit. Buyer's request for and acceptance of replacement products will not constitute a waiver of any other claim Buyer may have against the Supplier arising from the initial shipment of nonconforming products. Supplier will issue credit for nonconforming products and will invoice for replacement products. Buyer reserves the right to deduct the cost of rejected nonconforming products from Supplier's invoices if credit is not issued in a timely manner. Product rejected due to defects in material or workmanship shall be remedied as set forth in Warranty below.

If repair work needs to be carried out on the Buyer's premises due to the nature of the products, the labor costs related to the repair work, the travel and accommodation costs for their personnel and the costs related to the disassembly and re-assembly of any other element but the defected products fall under the Supplier's responsibility. For the purchase of services, the Supplier is responsible for incidents of any failure.

12. CONFIDENTIALITY. All data, drawings, designs, samples, or other forms of specifications and information, provided by the Buyer to the Supplier are proprietary and confidential information and are the sole property of Buyer ("Confidential Information"). The Supplier shall not use or disclose such information, except in the performance of orders for Buyer, without the preliminary written approval of the Buyer. Upon Buyer's request, such data, designs or other information shall be returned to Buyer. Supplier has not and will not disclose to Buyer any materials, documents or other information which are deemed to be confidential information to Supplier or to any third party. Any receipt of any confidential information from Supplier must be the subject of a separate written agreement made prior to the receipt by or disclosure to Buyer.

The Supplier is responsible to the Buyer for any counterfeiting actions or for any disloyal competition against the Buyer and the consequences of such actions. The Buyer's Purchase Order cannot ever lead to a direct or indirect disclosure without preliminary written approval of the Buyer. The Supplier abstains from soliciting the Buyer's customers for products of the same nature.

13. PROPERTY. Supplier agrees to assume all risk and to indemnify Buyer for any loss or damage of any property in the Supplier's possession or under possession of someone to whom the Supplier has temporarily assigned the property, belonging to or which an equitable interest exists in Buyer. Supplier-owned items stored at Buyer locations will be available for inspection during normal Buyer business hours with a minimum of 24 hours' notice.

14. WARRANTY.

A. Supplier expressly warrants that all product (except wear items) or services furnished by Supplier will (i) conform to all Buyer specifications and appropriate standards, (ii) be in new and merchantable condition, and (iii) be free from defects in material or workmanship for a period of one (1) year from Buyer's delivery date to its customers. Supplier warrants that all such product or services will conform to any statements made on the containers or labels for such, and that any product will be adequately contained, packaged, marked, and labeled. Supplier warrants that product furnished will conform in all respects to samples, drawing or specifications provided or published by Supplier. Inspection, test, acceptance, or use of the product or services will not affect the Supplier's obligation under this warranty, and such warranties will survive inspection, test, acceptance, and use. Supplier's warranty will run to Buyer, its successors, assigns, and customers, and users of products sold by Buyer. Supplier agrees to replace or correct defects of any product or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer. In the event of failure by Supplier to correct defects in or to replace nonconforming product or services promptly, Buyer, after

reasonable notice to Supplier, may make such corrections or replace such products or services and charge Supplier for the cost of doing so. This warranty is in addition to any other warranties provided by Supplier.

B. To the extent products delivered to Buyer are not manufactured pursuant to design originated by Buyer, Supplier warrants that any and all products are delivered free of any rightful claim of any third party for infringement of any United States or foreign patent. Supplier agrees that it will, at its sole expense, defend or settle any suit or proceeding against Buyer in which a violation of patent rights is alleged, with respect to the sale or use of any material or articles ordered hereby, and will hold harmless the Buyer and its customers, and either of them for any loss, damage, or liability incurred on account of any violation or alleged violation of patent rights. In the event that any product is held in such suit to constitute an infringement and the use of such product for its intended purpose is enjoined or restricted by way of a court-ordered injunction, Supplier will, at its expense and option, procure for Buyer the continued usage of products, or replace same with non-infringing products, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use).

15. SPECIFICATIONS AND CHANGE CONTROL. Acceptance of this Purchase Order constitutes an agreement to produce the part exactly as specified. For non-catalogue parts, it is the responsibility of the Buyer to provide specifications, drawings, and any other collateral needed to produce the part. Upon receipt of the order, it is the responsibility of the Supplier to verify that the specifications, revisions, and document numbers listed on the Purchase Order match the Supplier's internal specifications for the part. If a discrepancy is found or clarification is needed, the Supplier must notify the Buyer immediately and shall withhold from shipping any discrepant product. The Supplier may not make any changes to the part that impact form, fit, or function without obtaining prior written acceptance of those changes from the Buyer. The Supplier must submit changes to the Buyer via a Product Change Notice at least 120-days, prior to proposed implementation and is accepted only after written confirmation from the Buyer has been issued. products changed without such advance notice and approval may be subject to rejection and may result in Supplier's disqualification to do future business with Buyer.

Acceptance of this Purchase Order will constitute an agreement to all of its specifications as to all Buyer terms and conditions, delivery dates and prices. If Supplier does not have a copy of the standard Shape Process Automation Terms and Conditions in their possession, contact the Buyer for a copy.

16. COMPLIANCE WITH LAWS.

A. Supplier shall comply with all national and local laws and regulations governing the manufacture, transportation, export, or sale of products in the course of this Agreement. Neither Supplier nor any of its subsidiaries will export/re-export any technical data, process, products directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries), to any country for which the United States government or any agency thereof requires an export license or other government approval without first obtaining such license. Supplier agrees to comply with the anti-bribery and books and records provisions of the Foreign Corrupt Practices Act ("FCPA"), the principles set out in the Organization for Economic Cooperation and Development Convention Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Convention"), and with all local laws prohibiting bribery and similar unethical business practices,"). Supplier represents and warrants that, in connection with the business project that is the subject of this agreement, it has not paid, offered, promised or authorized, directly or indirectly, a payment of anything of value in violation of the FCPA, the OECD Convention, or local law, Supplier agrees to hold Buyer harmless for any monetary harm or damages it suffers as a result of Supplier's actions in violation of the FCPA, the OECD Convention, or local law, and further agrees to indemnify Buyer for any liability imposed as a result of Supplier's violation of the FCPA or local law.

B. Products delivered to Buyer shall be free of any known Conflict Minerals which are: columbite-tantalite (coltan), cassiterite, wolframite, and gold, to include derivatives (tantalum, tin, and tungsten, which are known as the "3Ts") which are used to finance conflict in the Democratic Republic of Congo or adjoining country. In compliance with 17 CFR PARTS 240 and 249b, [Release No. 34-67716; File No. S7-40-10] RIN 3235-AK84:CONFLICT MINERALS (Dodd-Frank Act Section 1502); Seller agrees to: 1) Disclose if any of the minerals listed in (i) above are necessary to the functionality or production of the products delivered under this Agreement, 2) identify if such conflict minerals did not originate in the Covered Countries or did come from recycled or scrap sources, or 3) identify of such minerals did originate in the Democratic Republic of Congo or adjoining country. Supplier will include in the disclosure a description of the measures it took to exercise due diligence on the conflict minerals' source and chain of custody.

C. If Supplier is a US supplier, Supplier represents that it is in compliance with the US Executive Order 11246 and implementing Equal Employment Opportunity regulations, the US Vietnam Era Veterans'

Readjustment Assistance Act as amended by the US Veterans Employment Opportunities Act of 1998 (to include: Vietnam-era Veterans and other Veterans who served on active duty during a war or campaign or expedition for which a campaign badge has been authorized), and the US Immigration Act of 1987, unless exempted or inapplicable.

D. Supplier shall comply with all applicable laws regarding non-discrimination in terms and conditions of employment, payment of minimum wage and legally mandated employee benefits and compliance with mandated work hours. Supplier shall comply with all applicable laws regarding employment of minor or child labor and shall not employ children under the age of eighteen (18). Supplier shall be committed to fair labor practices ensuring that Supplier do not use slave labor or engage in human trafficking.

E. Buyer is an Equal Opportunity Employer complying with Executive Order 11246. Supplier agrees to abide by all requirements of Executive Order 11246, Paragraphs one through seven of the Equal Opportunity Clause in 41 CFR 1.4 are hereby incorporated by reference as made fully part of this Agreement.

F. Supplier will comply with all laws, orders, rules, regulations and ordinances and Buyer's Supplier Code of Conduct ("**Code**"), attached hereto as Exhibit A in performing this Purchase Order. Supplier agrees to abide by the Code and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the Code. Supplier is currently in compliance and will comply with all applicable export controls and sanctions regulations, statutes, and prohibitions, including any law, regulation, or similar measure relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures.

17. SPECIAL TOOLING. If the price of materials purchased includes any machinery, designs, drawings, tools, jigs, dies, fixtures, patterns or testing equipment (therein called Special Tooling) required by the Supplier for the purpose of filling an order, such Special Tooling shall become the property of the Buyer and must be identified as such by the Supplier. The Special Tooling are stored by the Supplier and returned to the Buyer in the same condition. Such Special Tooling shall be maintained by the Supplier in good condition at the Supplier's expense and shall be used only in filling orders from and for the Buyer. Special Tooling is reserved for the Buyer's usage only and upon completion or termination of the agreement, the Supplier shall deliver the Special Tooling to Buyer at their first request, without the Supplier claiming to any compensation.

The Supplier is fully responsible for the quality of the parts produced using the Special Tooling. All supplies from the Buyer to the Supplier for the execution of an order (raw material, industrial supplies, tooling, etc.) are subject to a shipping notification. All claims from the Supplier must be addressed to the Buyer within five (5) days following the delivery of the supply, otherwise, the replacement deliveries could be invoiced by the Buyer.

18. INSURANCE. Supplier will obtain and maintain (a) comprehensive general liability insurance (including personal injury, property damage, and products liability coverage), (b) employer's liability insurance, (c) automobile liability insurance, (d) and, when applicable, professional liability insurance; each with combined single limits of not less than \$1 million per occurrence, as well as contractual liability coverage sufficient to cover its obligations set forth herein and workers' compensation insurance in amounts required by law. Supplier shall obtain and maintain Excess/Umbrella insurance covering Supplier's Services or products sold in an amount no less than \$5 Million Dollars per occurrence and \$5 Million in the annual aggregate. All insurance coverage shall be maintained without interruption from the Effective Date until three (3) years after the Expiration Date and shall require thirty (30) days written notice to Buyer prior to cancellation or material change. Supplier will furnish certificates of insurance evidencing such coverage in form and with insurers reasonably satisfactory to Buyer immediately upon the execution hereof or in any event upon request.

19. INDEMNIFICATION. Supplier shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and each of their officers, directors, agents and employees from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, costs and expenses (including attorney's fees) ("**Claims**") resulting from: injuries to persons (including death), destruction or damage to property, recall or retrofit of any products furnished, contamination of or adverse effects on the environment, or any violation of law, governmental regulation or orders, to the extent arising out of, resulting from, or caused by (i) Supplier's breach of any term or provision of this Agreement; (ii) any act, error, or omission by Supplier, its employees, officers, agents, representatives, or subcontractors, (iii) any defect in design, workmanship or materials of the products furnished, or (iv) entering upon premises occupied by or under the control of Buyer, Buyer's customers or suppliers in the course of performing hereunder. Notwithstanding the foregoing, Supplier shall not be liable for any Claim to the extent any damage to or loss of property and injury or death of any person is solely caused by the negligent acts or omissions or willful misconduct of Buyer, Buyer's affiliate, or either of

their officers, directors, employees or agents. To the extent products delivered to Buyer are not manufactured pursuant to design originated by Buyer, Supplier warrants that the sale of any and all products are delivered free of any rightful claim of any third party for infringement of any United States or foreign patent. Supplier agrees that it will, at its sole expense, defend or settle any suit or proceeding against Buyer in which a violation of patent or other intellectual property rights is alleged, with respect to the manufacture, sale, delivery, storage, use or handing of the products, and will hold harmless the Buyer and its customers, and either of them for any loss, damage, or liability (including reasonable attorneys' fees) incurred on account of any violation or alleged violation of any intellectual property rights. In the event that any product furnished is held in such suit to constitute an infringement or the use of such product for its intended purpose is enjoined or restricted by any injunction, Supplier will, at its expense and option, procure for Buyer the continued usage of the product, or replace same with non-infringing product, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use). Regardless of which of the foregoing remedies is used, Supplier shall pay to Buyer rework expenses and incremental costs incurred by Buyer to procure alternative products.

20. FORCE MAJEURE. Neither party shall be liable to other party for any failure of delay in the delivery or performance of any obligation under this Agreement due to events beyond its reasonable control including, but not limited to, (i) a cause beyond its reasonable control, or (ii) an act of God, act of civil or military authority, Governmental priority, strike or other labor disturbance, earthquake, fire, flood, epidemic, embargo, windstorm, war, or riot. The delayed party will notify the other of any material delay excused by this section and will specify the revised delivery or performance date as soon as practicable. The date of such delivery or performance shall be extended for a period equal to the time lost by reason of delay. The Buyer shall have the option of cancelling undelivered orders in whole or part.

21. GOVERNING LAW AND CONTRACT INTERPRETATION. Any question concerning the validity, construction or performance of this Agreement shall be governed and construed in accordance with the laws of the state or the country where the Buyer identified in the Purchase Order is located and, without regard to that states or country's conflict of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are hereby excluded. All official communication with Buyer will be in English. Documents may display the native language when integrated in parallel translation. To the extent that any translated version of this Agreement conflicts with the English version, the English version will be considered the official version.

22. ASSIGNMENT. Neither party may directly or indirectly transfer or assign its rights or delegate its obligations to a third party, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this provision shall be null and void ab initio. Even with such written consent, the Supplier holds full responsibility for the order and its complete execution within the defined lead time, as confirmed to the Buyer. The Buyer reserves the right to visit the production sites in the event of a rights transfer to a Supplier's subcontractor(s).

23. WAIVER. The waiver of a breach and/or term of the Agreement shall not constitute the waiver of any other breach or section of this Agreement.

24. SEVERABILITY. If any provision of these Terms and Conditions is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

25. ENTIRE AGREEMENT. These Terms and Conditions, together with its referenced attachments, and Buyer's Purchase Order, contain the entire agreement of the parties and supersedes any and all prior agreements, understandings, or communications between Buyer and Supplier related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Buyer's authorized representative and an authorized representative of Supplier.

26. ORDER CONFIRMATION. Upon receipt of a Purchase Order from the Buyer, the Supplier agrees to issue a written order confirmation to the Buyer within 48 hours of receipt. Order confirmation must include:

- Buyer's Purchase Order number,
- Buyer part number(s),
- Buyer part description,
- unit quantity,

- unit cost,
- payment terms,
- shipping mode and terms
- ship date
- ship-to location address

The order confirmation is formal acceptance and approval by the Supplier of the Buyer's conditions of the order and the present general Supplier Commercial Terms. If the Buyer does not receive written order confirmation, from the Supplier within eight (8) days of a Purchase Order's issue date, the Buyer reserves the right to cancel the order without penalty.

27. MATERIAL CHANGE IN BUSINESS. The Supplier commits to notify the Buyer, as soon as brought to their knowledge, any change in the composition of their capital, their senior management, their legal status or their financial structure along with any law sentence they could be subject to such as receivership or liquidation.

Exhibit A

SUPPLIER CODE OF CONDUCT

At Shape Technologies Group and its subsidiaries (“SHAPE”), our ability to be recognized as leaders in the application of ultrahigh-pressure (UHP) waterjet technology relies on our people: how we interface with each other and how we work with our customers, our outside partners, and other groups. With this in mind, each of us must be aware and compliant with SHAPE’s Global Guiding Principles:

- **Awareness** - We must remain aware of our surroundings and the rules, regulations and customs of the countries in which we do business.
- **Integrity** - Personal integrity is the foundation of what we do, and it reflects in our actions and words every day.
- **Accountability** - We are unwavering in keeping to our commitments, responding to requests in a timely manner and taking responsibility for outcomes.
- **Inclusion** - We are committed to building constructive and effective work relationships by listening to each other and respecting each other’s views and opinions regardless of position.

These principles apply to all aspects of SHAPE’s business, and encompass all manufacturers, vendors, distributors, agents, and other suppliers (each a “**Supplier**” and collectively “**Suppliers**”).

Suppliers must operate in a socially and environmentally responsible manner everywhere they do business and support SHAPE’s on-going commitment to environmental, health and safety, corporate social responsibility, corporate governance, environmental sustainability, and other public policy matters relevant to SHAPE (collectively, “**ESG Matters**”). These goals can be accomplished only by actively partnering with Suppliers to improve sourcing standards and global supply chain practices. This Supplier Code of Conduct (“Code of Conduct”) establishes the standards to be met by any Supplier doing business with SHAPE.

Applicability

Suppliers are responsible for compliance with the standards set out in the Code of Conduct throughout their operations and throughout their entire product supply chain. Suppliers shall use all reasonable efforts to ensure that their sub-contractors and partners comply or exceed the requirements of this Code of Conduct.

Compliance with Laws

Supplier must comply with all applicable national and local laws and regulations, including laws and regulations relating to all the standards set out in the Code of Conduct.

Competition

SHAPE believes in fair and open competition. SHAPE requires its business partners to conduct their business in compliance with the principles of honesty, and fair competition and the applicable legislation, including antitrust laws.

Anti-corruption

SHAPE does not accept any acts of corruption, extortion, embezzlement or bribery. SHAPE maintains a policy designed to ensure that all officers, directors, team members and agents of SHAPE understand and comply with the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act and other similar laws, which prohibits the payment of bribes.

Suppliers shall not provide any gifts, hospitality, facilitation payments or other benefits which could inappropriately influence business decisions, or which may be conceived as bribes. Suppliers shall not reward or offer reward to any employee, agent or subcontractor of SHAPE for entering into contract or for requesting the supply of products or services.

Gifts and Entertainment

Supplier must maintain the highest ethical standards. Supplier must not offer cash, favors, or gifts of more than nominal value based on local custom, to SHAPE's team members.

Confidentiality

Suppliers are expected to respect the SHAPE's confidential and proprietary information entrusted to them by maintaining the strictest confidentiality. This means not sharing information with anybody, not even a co-worker, who does not need to know it.

Human Rights, Slavery and Human Trafficking

Supplier must not engage in slavery or human trafficking, which are prohibited throughout the supply chain. All labor must be voluntary, and engagement of workers shall be in compliance with applicable employment, immigration, and criminal laws or regulations. Slavery includes any type of compelled, involuntary, or forced labor, including, but not limited to labor performed by children; compelled, involuntary, or forced labor; and prison labor.

Compensation and Benefits

Supplier shall comply with the applicable laws, rules and regulations concerning employees' working time and wages. All overtime hours shall be voluntary. Wage calculations shall be transparent. Wages shall be paid on time at regular intervals and at least monthly.

No Discrimination, Abuse, or Harassment

Supplier must not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

Supplier must treat workers with respect and dignity. Supplier must not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Supplier must not condone or tolerate such behavior by its suppliers and subcontractors.

Health and Safety

Supplier must provide a safe, healthy, and sanitary working environment. Supplier must take reasonable steps to prevent workplace hazards, and work-related accidents and injuries. Employees shall be given the necessary and adequate training to do their work including relevant information on the health and safety aspects of their daily tasks. A routine for reporting, analysing, following up and acting on incidents and accidents shall be implemented.

Freedom of Association and Collective Bargaining

Supplier must respect the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Environmental Protection

SHAPE recognizes the responsibility of respecting the environment and using natural resources sustainably and prefers to work with Suppliers that share its commitment to environmental sustainability. SHAPE expects that Suppliers promote their environmental responsibility, evaluate steps to protect the environment from degradation and continuously improve their environmental performance by encouraging the development and diffusion of sustainable technologies.

Supplier must operate its manufacturing and other facilities in compliance with all environmental laws, including laws and international treaties relating to waste disposal; emissions; discharges; and hazardous and toxic material handling. Supplier must ensure that the products that they manufacture and distribute, and packaging materials comply with all environmental laws and treaties.

Report Violations

Please report any violations of the Code of Conduct:

https://secure.ethicspoint.com/domain/en/default_reporter.asp (Enter Organization Name: Shape Technologies Group). Your report will be kept confidential. You can also submit your questions and comments regarding the Code of Conduct to: inquiries@shapetechnologies.com.

SHAPE will not tolerate retaliation taken by Supplier against anyone who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding the Code of Conduct.

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