

SEI Interconnect Products (Europe) Ltd. GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1 "Buyer" means the person, who buys or agrees to buy the Goods from the Seller; 1.2 "Conditions" means the terms and conditions of sale set out below and any special terms and conditions agreed in writing by the Seller; 1.3 "Contract" means any and all contracts for the sale of the Goods by the Seller to the Buyer (and where appropriate references to the Contract shall mean the Contract, the Seller's purchase order and these Conditions); 1.4 "Delivery Date" means the date specified by the Seller when the Goods are to be delivered; 1.5 "Goods" means the goods which the Seller agrees to sell to the Buyer; 1.6 "Seller" means SEI Interconnect Products (Europe) Limited, a company incorporated in England with company number 03639819 with limited liability with its principal office in Swansea at Axis 10, Axis Court, Mallard Way, Riverside Business Park, Swansea Vale, SA7 0AJ.

2. APPLICABILITY OF CONDITIONS

2.1 These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document, or which are implied by law, trade custom, practice, or course of dealing. 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. 2.3 Receipt of the Seller's order confirmation by the Buyer shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions. 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall not be valid unless agreed in writing by the Seller.

3. THE GOODS

3.1 The Goods shall be supplied in accordance with the description contained in the Seller's specification current at the time of delivery of the Goods ("the Specification"). 3.2 The Seller reserves the right to modify the Specification without notice to the Buyer in order to comply with any safety or statutory requirements or to incorporate improvements in the Goods.

4. WARRANTY AND LIABILITY

4.1 The Seller warrants that the Goods will at the time of delivery correspond in material respects to the Specification. 4.2 Save for the warranty in Condition 4.1 above and any express warranties set out in the Specification, all terms, conditions and warranties (whether implied or made expressly) whether by the Seller or by its servants or agents or otherwise relating to the quality and/or fitness for purpose or condition of the Goods or any of the Goods are excluded. 4.3 If any model or sample of the Goods was shown to the Buyer, such a model or sample was shown to illustrate the general type and quality of the Goods and is not a representation that the Goods will conform to the model or sample. 4.4 The specification and design of the Goods (including the copyright, design right or other intellectual property in them) shall, as between the parties, be the property of the Seller. Where any designs or specifications have been supplied by the Buyer for manufacture by or to the order of the Seller, then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party. 4.5 Subject to Condition 4.7, the Seller shall be under no liability for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill and indirect or consequential loss suffered by the Buyer or liability to third parties incurred by the Buyer arising out of breach by the Seller of the Contract or the negligence of the Seller, its employees or agents or otherwise. 4.6 Subject to Condition 4.7, the Seller's liability to the Buyer whether for any breach of Contract, negligence on the part of the Seller, its employees or agents or otherwise shall not exceed the value of the Seller's invoice. 4.7 Nothing in the Contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller. This Condition 4 shall survive the termination of the Contract.

5. PRICE AND PAYMENT

5.1 The price shall be the Seller's quoted price which, subject to the remaining provisions of these Conditions, shall be binding on the Seller provided that the Buyer shall accept the Seller's quotation within 30 days. The price is exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice. 5.2 Payment of the price and VAT for the Goods shall be due in full and in clear funds to a bank account nominated in writing by the Seller within 30 days after the date of the invoice. Time for payment shall be of the essence. 5.3 The Seller shall not be bound to deliver the Goods until the Buyer has paid for them, but if the Seller delivers Goods which have not been paid for, the delivery shall be subject to Condition 10.1. 5.4 The Seller may adjust the price of the Goods to reflect increases or decreases in the cost of manufacturing (including but not limited to raw materials, wages) and transporting (if applicable) the Goods. The Supplier shall give the Customer not less than one month's prior notice in writing of the proposed changes.

6. SELLER'S REMEDIES FOR LATE PAYMENT

6.1 If the Buyer fails to make a payment due to the Seller under the Contract by the due date, then, without limiting the Seller's remedies under Condition 14, the Buyer shall pay interest on all overdue sums from the due date until payment of the overdue sum, at the rate of three per cent per annum above National Westminster Bank Plc's base rate from time to time in force and interest shall accrue at such rate after as well as before or after any judgment. 6.2 If the Buyer fails to make any payment on the due date, then without prejudice to any of the Seller's other rights, the Seller may: 6.2.1 suspend or cancel deliveries of any Goods to the Buyer; and/or 6.2.2 appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.

7. DELIVERY OF THE GOODS

7.1 The Goods shall be delivered to the Buyer on the Delivery Date to the location set out in the order confirmation or such other location as the parties may agree, where delivery shall be

completed. The Delivery Date is not of the essence of the Contract. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. 7.2 Incoterms 2020 (or the most recent updated version of Incoterms as published by the ICC) shall apply for the duration of the Contract. 7.3 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) on the Delivery Date, the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within three months after the Delivery Date. If the Seller fails to deliver the Goods within 20 working days of the Delivery Date, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. And this shall be the only liability due to late delivery or failure to deliver. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or any breach of these Conditions by the Buyer. 7.4 Unless otherwise agreed in the purchase order, delivery shall always be made EXW7.5 The Seller may deliver the Goods by separate instalments. Each instalment shall constitute a separate Contract. The failure of the Seller to deliver any one or more of the said instalments of the Goods on the due date shall not entitle the Buyer to treat the Contract as repudiated or to cancel any other instalment. The failure of the Buyer to pay for one or more at the said instalments at the Goods on the due date shall entitle the Seller (at the sole option of the Seller) to: 7.5.1 without notice, suspend further deliveries of the Goods pending payment by the Buyer; and/or 7.5.2 treat the Contract as repudiated by the Buyer. 7.6 In the event that the Buyer fails to take delivery of any Goods at the place and time specified by the Contract, the Seller may without prejudice to any other remedies the Seller may have by reason of such failure by the Buyer: 7.6.1 recover from the Buyer any extra expenses (such as additional storage charges incurred by reason of the Buyer's failure as aforesaid and insurance); and 7.6.2 in the case of overseas sales, any demurrage accruing at the port of discharge shall in all circumstances be for the account of the Buyer and the Buyer shall, if required to do so, indemnify the Seller against any claims for such demurrage.

8. IMPORT/EXPORT LICENCES AND OTHER FORMALITIES

The Buyer shall promptly obtain all necessary import licenses, clearances and other consents necessary for the purchase of the Goods. The Seller shall upon request supply all documents reasonably required by the Buyer for this purpose. Should the Seller or the Seller's agent be unable to obtain any relevant licenses, clearances, permit and / or other consents despite using reasonable endeavours to do so, the Seller may cancel the Contract with immediate effect and no liability beyond any pre-payment made by the Buyer.

9. ACCEPTANCE OF THE GOODS

9.1 The Buyer shall inspect the Goods on delivery and shall within 30 days after delivery notify the Seller in writing of any alleged defect, shortage in quantity, damage or failure to correspond in a material respect with the Specification (the "Post Delivery Warranty"). The Buyer shall afford the Seller an opportunity to inspect any such Goods within a reasonable time following delivery and before any use is made of them. If the Buyer does not comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the Specification and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods. 9.2 The Seller warrants that for a period of 11 months from when the Post Delivery Warranty expires (or in accordance with the warranty provided in relation to the specific Goods as set out in the Contract or otherwise advised by the Seller) (the "Warranty Period"), the Goods shall conform in all material respects with their description and any applicable specification set out in the order confirmation and be free from material defects. The Buyer shall notify the Seller in writing and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in this Condition 9.2. The Warranty Period shall not apply to defects that would have been evident or should have been evident if the Buyer had carried out a reasonable inspection during the Post Delivery Warranty and notified the Seller in accordance with Conditions 9.1 and 9.3.3 The Buyer shall notify the Seller in writing of any claim in respect of a defect in the Goods promptly on discovering the said defect. 9.4 If the Seller accepts any claim made in accordance with Condition 9.1 or Condition 9.2 or Condition 9.3, the Seller shall be entitled, in full settlement of such claim, to make good any defect in the Goods or other breach of contract by repairing or replacing such Goods or if the Seller shall elect, by refunding the price of such Goods or a proportionate part thereof, in which case the Seller shall not be under any further or other liability to any person in respect of such claim. 9.5 In no event may the Buyer make a claim for any reason whatsoever after the Goods have been used, processed or otherwise altered by the Buyer.

10. TITLE

10.1 In spite of delivery having been made, title to the Goods shall not pass from the Seller until: 10.1.1 the Buyer shall have paid the price for the Goods plus VAT (if any) in full; and 10.1.2 no other sums whatsoever shall be due from the Buyer to the Seller. 10.2 Until title to the Goods has passed to the Buyer, the Buyer shall: 10.2.1 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property; 10.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; 10.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; 10.2.4 allow the Seller access to the Buyer's premises to verify that the actions set out in Conditions 10.2.1 and 10.2.2 have been completed to the Seller's satisfaction; 10.2.4 notify the Supplier immediately if it becomes subject to any of the events listed in Condition 18; and

give the Seller such information as the Seller may reasonably require from time to time relating to: (i) the Goods; and (ii) the ongoing financial position of the Buyer. 10.3 Until such time as title to the Goods passes from the Seller, the Buyer shall upon request deliver up such of the Goods as requested by the Seller. If the Buyer fails to do so, the Seller and/or its representatives may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated or thought by the Seller to be situated and repossess the Goods. 10.4 The Buyer shall insure and keep insured the Goods in the full price against all risks to the reasonable satisfaction to the Seller from the date of delivery of the Goods to the Buyer until the date that title to the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of such insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so, all sums whatsoever owing by the Buyer to the Seller shall forthwith become due and payable.

11. CUSTOMS AND TAXES

Any additional new and/or increased customs, duties, taxes, fees, charges, freight, freight surcharges, insurance premiums, import and export surcharges and/or other extra expenses which become payable after the date of the Contract in relation to its performance shall be for the account of the Buyer.

12. INSURANCE TO BE PROVIDED BY THE SELLER

If, under the Contract, the Seller is required to provide insurance in respect of loss or damage to the Goods during transport, such insurance shall be provided for the amount of the Seller's invoice plus ten per cent (10%) covering marine insurance F.P.A. only unless otherwise agreed. If, under the Contract, such insurance is to be provided by the Buyer, the Buyer shall provide open cover or provisional insurance before the time of shipment consignment, and any letter of credit to be opened by the Buyer shall clearly exempt the Seller from providing insurance certificates.

13. INTELLECTUAL PROPERTY OF THE SELLER

13.1 No right or license is granted under the Contract to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or remit the Goods. 13.2 In no case may any trademark other than these applied by the Seller be marked on or be applied in relation to the Goods to be resold by the Buyer. 13.3 The Buyer shall indemnify the Seller for any liability, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual infringement of a third parties intellectual property rights of the Seller other than in accordance with the Contract. This Condition 13.3 shall survive termination of the Contract. 13.4 The Buyer shall not tamper with any markings or nameplates or other indication of the source of engine of the Goods which may be placed by the Seller on the Goods.

14. CANCELLATION

The Seller may cancel the Contract at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice, the Seller shall promptly repay to the Buyer any sums paid in respect of the price for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

15. SET-OFF AND COUNTERCLAIM

The Buyer may not withhold payment of any invoice or other amount due by the Seller by reason of any right of set-off, counterclaim, deduction or withholding which the Buyer may have or allege to have or for any reason whatsoever.

16. CONFIDENTIALITY

The Buyer shall not divulge to any person whatsoever or otherwise make use of (and shall use its best endeavours to prevent the publication or disclosure of) any trade secret or confidential information concerning the business affairs, customers, clients or finances of the Seller which may be disclosed to or received by the Buyer during the course of its dealings with the Seller. The Buyer shall not use the Seller's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

17. FORCE MAJEURE

The Seller shall not be in breach of the Contract or be responsible for any failure or delay or default of or in performance of any part of the Contract insofar as the same is caused directly or indirectly by the occurrence of events beyond the Seller's control (i.e., a Force Majeure Event), including but not limited to acts of God, war, riots, strikes, blockade, epidemic, pandemic or any other happenings generally comprehended by the term force majeure. Should such conditions prevail for 30 days or more, the Seller shall have the right to cancel forthwith all or any part of the Contract at any time by giving notice of cancellation to the Buyer, without any liability for loss or damages caused thereby.

18. INSOLVENCY OR OTHER DEFAULT OF THE BUYER

18.1 The Seller may, by written notice to the Buyer, immediately terminate the whole or any part of the Contract including all outstanding shipments or instalments or all future shipments or instalments or any other contract with the Buyer, unilaterally amend the payment terms for all future shipments or instalments, request that all outstanding payments from the Buyer are due and payable immediately on the happening or occurrence of any of the following events: 18.1.1 if the Buyer fails to make any payment for the Goods or any other payment due in accordance with the Contract in the manner and within the time prescribed by the Contract; 18.1.2 if the Buyer fails to take delivery of any Goods in the manner and in the time prescribed by the Contract; 18.1.3 if the Buyer fails to perform any of its other obligations under the Contract or commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so; 18.1.4 if the Buyer (or any of the Buyer's group companies) takes any step

or action in connection with debt restructuring (regardless of the outcome) or if the Seller has reasonable grounds to believe that the Buyer's financial position has or will significantly weaken; 18.1.5 if the Buyer becomes insolvent or if any distress or execution is levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition or similar motion to wind-up the Buyer shall be passed or presented or if a receiver, administrator or administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law; 18.1.6 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business for any reason whatsoever; or 18.1.7 if the Buyer fails to carry out any of its obligations under any other contract made with the Seller. 18.2 In addition to the right of the Seller specified in Condition 18.1 above, the Seller may on the occurrence of any of the events specified in that Condition postpone the performance of any or all of its obligations under the Contract or any other contract with the Buyer and the Buyer shall be liable for any expenses (such as additional storage charges) incurred by the Seller by reason of such postponement. 18.3 Termination or postponement of the Contract pursuant to the foregoing provisions shall be without prejudice to any other rights or remedies of the Seller. 18.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest. 18.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. 18.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

19. NOTICES

Any notice required to be served pursuant to the Contract shall be in writing and served by first class post or delivered to the Seller at the address of the Seller given on its invoice for the Goods or such other address as the Seller may from time-to-time notify to the Buyer and to the Buyer at the Buyer's registered office or principal place of business or such other address as the Buyer may from time-to-time notify in writing to the Seller for this purpose. Any notice shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by first-class post, at 9.00 am on the second Business Day after posting; (iii) if sent by email during business hours on a day that is not a public holiday in the place of receipt (in relation to notice given by the Seller only). This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. INVALIDITY

If any provision of the Contract is or becomes at any time under any law, rule or regulation unenforceable or invalid, no other provisions of the Contract shall be affected thereby and the remaining provisions of the Contract shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted in the Contract.

21. WAIVER

A failure or delay by a party to exercise a right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

22. SUB-CONTRACTING

The Seller may assign, transfer, license or sub-contract all or any part of its rights and obligations under the Contract without the Buyer's consent. The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

23. GOVERNING LAW

The validity construction and performance of the Contract shall be governed by English law.

24. DISPUTES

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Condition. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England.

25. HEADINGS

The headings in these Conditions are for the purpose of reference only and shall not limit or otherwise affect the meaning thereof.

26. COMPLIANCE WITH LAWS

The Buyer warrants that it operates, and during the term of this Contract continues to operate, in material compliance with all applicable laws, including in particular: anti-bribery and corruption; antitrust and competition; modern slavery and human trafficking; trade sanctions; data protection, money laundering and tax evasion (including the failure to prevent the facilitation of tax evasions by a third party pursuant to the Criminal Finances Act 2017, Part 3, which applies to "associated persons"). The Buyer shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the Seller

or its group. To the extent permitted by the applicable laws, regulations, statutes, instructions from a relevant regulatory authority, the Buyer shall notify the Seller if it becomes aware of any actual or suspected non-compliance in connection with this Condition and will give the Seller reasonable assistance in connection with any actions or proceedings which may be initiated as a result of such breach.

27. DATA PROTECTION

The parties do not anticipate sharing any personal data. However, in the unlikely event that any personal data is transferred as part of the sale of Goods, the parties hereby warrant that they shall only process such data in accordance with the EU General Data Protection Regulation and any applicable local data protection law. In the event of the transfer of personal data other than on an exceptional basis i.e. on a regular basis, the parties shall enter a Data Processing Agreement.

28. CODE OF CONDUCT

The Sumitomo Electric Group is committed to conducting business in accordance with the SEI Code of Conduct ("Code of Conduct") (see <https://global-sei.com/csr/coc/>) and the Code of Conduct applies to all group employees, officers and directors. The Buyer acknowledges that it has considered the Code of Conduct and any business between the parties shall be conducted with integrity and in a manner consistent with the principles set out in the Code of Conduct.

29. MODERN SLAVERY

29.1 During the Contract, the Buyer and the Buyer's personnel, shall comply with applicable Modern Slavery Laws; not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and, ensure each third party comply with applicable Modern Slavery Laws. 29.2 In the performance of the Contract, the Buyer shall not to use any relevant materials, products and services from the country of the Buyer, UK, EU and any other jurisdiction that have been sourced from third Parties using forced or compulsory labour. The Company shall promptly notify the Seller in the event that relevant materials, products and services have been sourced from third parties using forced or compulsory labour. 29.3 The Buyer shall comply with, and shall procure that its third party suppliers comply with, employment conditions including wage, work environment and occupational health and safety standards in accordance with the laws and regulations in the countries and regions where its third party suppliers are doing business. The Company shall not engage in, and shall procure that its third party suppliers shall not engage in, the use of forced labour or child labour, inhumane treatment or discrimination of workers or illegal employment of workers. 29.4 The Seller reserves the right to terminate the Contract with the Buyer, if the Buyer fails to commit or fails to adequately demonstrate such commitment to comply with the following obligations: (i) eradication of modern slavery in its supply chain (incl. where applicable, a failure to comply with a Modern Slavery Action Plan); and (ii) compliance with Conditions 29.1, 29.2, and 29.3 above. 29.5 The Company shall indemnify and hold the Seller harmless on demand against and from any and all claims, investigations, requests, demands, charges, actions, notices, proceedings, orders, awards, judgements, damages and compensation and any and all damage, losses, costs, expenses (including the costs of enforcement and/or defence and legal fees and expenses), fines, penalties, injuries and other liabilities suffered or incurred by the Seller in connection with any breach of Condition 29 by the Buyer or Buyer's personnel, or its third parties.

30. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.