

## VJ TECH LIMITED TERMS & CONDITIONS OF PURCHASE

1. Definitions In these conditions 'Buyer' means VJ Tech Limited. 'Seller' means the person or entity with whom the purchase order is placed. 'Goods' shall mean all deliverables, goods, items, parts, products, materials or services described in a purchase order.

2. Orders Authorisation and Conditions of Order. These conditions of purchase together with a purchase order issued or confirmed by the Buyer shall constitute the entire agreement between the parties pertaining to the subject matter of any such purchase order and shall supersede all prior agreements, negotiations, discussions and understandings, written or oral, between the parties. The Buyer shall not be liable in respect of any purchase orders other than those issued or confirmed in its official purchase order documents. The conditions set out herein shall be the conditions of the contract. No written or printed terms inconsistent herewith or additional hereto shall be binding upon the Buyer unless expressly accepted in writing by one of its authorised officials and, unless so accepted in writing. Delivery of the Goods shall be deemed to be an unconditional acceptance of the purchase order. The Seller's terms and conditions will not apply to any purchase order placed by the Buyer unless confirmed to the Seller in writing prior to the delivery of the Goods.

3. Specifications and markings (a) The Goods must be supplied exactly in accordance with a purchase order issued or confirmed by the Buyer and any specification, drawing, process instruction or procedure defined therein. No variation from the requirements shall be permitted without the Buyer's prior written consent. (b) No marking not authorised by the Buyer shall appear on any part of the Goods, except, for standard products of the Seller, the manufacturer's name, address and reference number, the date of manufacture, safety information and any other information relating to the function of the Goods usually incorporated by the manufacturer.

4. Price The price payable for the Goods will be the price set out in the purchase order. Unless otherwise expressly agreed, the price to be paid will be a fixed price and will include the cost and risk of delivery to the Buyer's premises.

5. Payment Terms (a) Unless otherwise agreed, payment of any undisputed portion of an invoice for the purchase of Goods will be made 30 days following the end of the month of delivery for such Goods. The invoice must be forwarded to the Financial Accounts Department of the Buyer at the postal address on the order, unless otherwise stated. (b) The Buyer may withhold payment of any amount due to the Seller if the Buyer asserts any credit, set-off or counterclaim against the Seller.

6. Change Order. The Buyer may, without invalidating this contract, direct the Seller in writing to make changes in the Goods. When a change causes an increase or decrease in the cost, scope or schedule of the Goods, the price will be increased or decreased by the application of unit prices to the quantum of such increase or decrease or, in the absence of applicable unit prices, by an amount to be agreed upon between the Buyer and the Seller.

7. Buyer Property (a) All materials, patterns, dies, jigs, fixtures and tooling together with any specifications, drawings, process sheets and the like or any other property or intellectual property whatsoever supplied to the Seller by the Buyer or supplied by the Seller to the Buyer in connection with a purchase order, or procured or developed by the Seller specifically for the supply of Goods to the Buyer, shall be and remain the property of the Buyer and must not, without the Buyer's prior written consent, be used for or in connection with the production of any Goods whatsoever other than the Goods ordered by the Buyer. The Seller shall ensure that such items are always identified as the property of the Buyer and must be returned to the Buyer immediately on demand. (b) Insurance: All the Buyer's property including that mentioned in clause 6(a) hereof together with materials and components provided free of charge by the Buyer in connection with this order must be insured by the Seller to its full replacement value against all risks until it has been received back by the Buyer or used or forwarded in accordance with its instructions.

8. Patent Rights etc. If the supply or use of any Goods under this order, (other than any such Goods or things manufactured by the Seller in accordance with designs supplied by the Buyer), shall be held to constitute an infringement or an alleged infringement of any third party patent, copyright, registered design, trademark or intellectual property right, the Seller shall hold harmless and indemnify the Buyer or any person at any time in possession of such Goods against all damages, costs, losses, charges or expenses (including all legal fees and disbursements), incurred or sustained as a result of such infringement or alleged infringement and the Seller will further, if required by the Buyer, conduct any legal proceedings which may be necessary to protect the Buyer at the Seller's risk and expense.

9. Indemnities. The Seller shall indemnify and hold harmless the Buyer from any loss, damage and expense, including all legal fees and disbursements, incurred or sustained by the Buyer, which is caused by or arises as a result of any defects in the Goods or by reason of the negligence or wilful misconduct of the Seller or the failure of the Seller to conform to the terms of a purchase order or applicable statutory duty or regulation. The Seller shall have in place general liability insurance and employer's liability insurance for amounts acceptable to the Buyer and shall provide evidence of such insurance on request.

10. Publicity All purchase orders placed by the Buyer are strictly confidential. The Seller must not publish or cause to be published by any means whatsoever any details concerning the subject of any purchase order without the Buyer's prior written consent.

11. Confidentiality (a) All information of the Buyer or its customers which is or may be disclosed to the Seller in the course of carrying out a purchase order shall be treated by the Seller as strictly confidential and shall not without the prior written consent of the Buyer be disclosed to any third party or parties nor be used or copied for any purpose(s) other than for the execution of this order. The provisions of this clause do not apply to information which is or comes into the public domain otherwise than through a breach of this clause. (b) If a purchase order requires or permits the entry by the Seller or its permitted or approved subcontractor onto the Buyer's

premises it is a condition of such purchase order that the Seller and any sub-contractor and their employees shall treat as strictly confidential any technical or commercial know-how processes, specifications or other information which shall come into its knowledge in the course of such entry and any such technical or manufacturing knowhow processes, specifications and other information shall not be disclosed to any third party without the Buyer's prior written consent. The Seller shall obtain from any such subcontractor an undertaking to comply with the terms of this provision.

(b) Sub-Contracting, etc. (a) The Seller shall not without the Buyer's prior written consent assign or sub-contract any purchase order or any part thereof other than for materials or for any part of the Goods of which the makers are named in the purchase order or specification. Any such consent shall not relieve the Seller of any of his obligations under the contract. No third party shall have the right to enforce any provision of this contract.

12. Time for Delivery and Extensions (a) Time shall be of the essence of this contract. The Goods shall be delivered at the time specified in the purchase order. Goods may not be delivered more than 3 days early. If as a result of any event outside the Seller's control the Seller is unable to deliver the Goods within the specified time then provided that the Seller shall have given notice in writing without delay of such event and his intention to claim an extension of time, the Buyer may grant the Seller such extension as the Buyer may consider reasonable. In the event of significant delay, the Buyer reserves the right to terminate the purchase order, in whole or in part, without incurring any liability to the Seller. (b) In the event of the Buyer's normal course of manufacture being interrupted, restricted, hindered or delayed by any cause whatsoever beyond its control or by any exceptional causes whatsoever, it may without additional cost defer the date or dates of delivery.

(c) If the Goods or any part thereof are not delivered within the time or times specified in the order or any agreed deferment or extension of such time or times the Buyer shall be entitled to the following remedies: (i) To recover from the Seller liquidated damages as follows: one half of one per cent (0.5%) per week for the first four weeks and one per cent (1.0%) per week thereafter of that part of the contract price which is properly attributable to the undelivered Goods and to any other Goods already delivered under the contract which cannot be effectively and commercially used by reason of the non-delivery of the said undelivered Goods. The rate shall be applied for each week or part of a week during which the order shall remain uncompleted. The Buyer shall be entitled to deduct such damages from any moneys payable by it under the terms of the purchase order or otherwise. The total amount payable by way of damages under this condition shall in no event exceed fifteen per cent (15%) of the said contract price and such damages shall not relieve the Seller from any of its other obligations or liabilities under the contract; and/or (ii) Cancel the purchase order in whole or in part without incurring any liability to the Seller; and/or (iii) Refuse to accept any subsequent delivery of Goods; and/or purchase substitute items elsewhere; and/or hold the Seller accountable for any loss and additional costs incurred.

13. Delivery (a) The Goods are to be delivered, carriage

paid to the destination stated in the purchase order. They must be delivered in good order and condition and quantities must not exceed those ordered or specified. (b) Unless specifically ordered, no cases, wrappers nor packaging of any kind will be paid for. Should any cases, wrappers or packaging be ordered, charges therefore are to be shown on a separate invoice and such cases may be returned to the Seller who forthwith on receipt thereof in good order shall refund such charges. (c) Subject to any special instructions from the Buyer, an advice note shall accompany every delivery, which shall state: the purchase order number, quantity of the delivery, the quantity already delivered under the order, and the balance of the order still to be delivered

14. Quality Assurance a. The quality assurance requirements of Goods shall comply with the Seller's quality procedures as authorised by the Buyer, and with the Buyer's applicable quality procedures (including initial copies of current QMS certificates & when updated for evaluation).

15. Goods delivered shall, as applicable, meet the requirements for release documentation as stated on the face of the Buyer's order. A Certificate of Conformity may be required as stated on the purchase order. Items defined as 'FT' parts, i.e. Fully Traceable, are subject to additional control requirements. These requirements shall flow down to sub-tier suppliers within the supply chain. Non-conforming product: - Where items are supplied by Buyer for processing or incorporating into a higher-level assembly, all parts issued must be fully accounted for. In the event of an FT part being damaged or otherwise identified as non-conforming, the Seller will identify and segregate the part to prevent its incorporation into otherwise conforming product and notify the Buyer. Parts will not be disposed of by the Seller but must be returned to the Buyer unless otherwise explicitly authorised in writing. ii. Record retention - build and test records for FT product to be retained for a minimum period of 7 years unless a longer period is specified on the purchase order. If these storage requirements cannot be met, copies of records to be provided to the Buyer. iii. Test specimens - specific requirements for test specimens for inspection/verification, investigation or auditing including, but not limited to production methods, number and storage conditions, will be identified on the purchase order. iv. The Seller shall promptly notify the Buyer of changes in product and/or process, changes to Seller's, changes of manufacturing facility/location and obtain the Buyer's approval.

16. Inspection and Access. Authorised Buyer representatives, customers of the Buyer and other regulatory authorities shall be allowed access to the applicable areas of all facilities, at any level of the supply chain involved in the purchase order and to all applicable records, including access to the Seller's premises at mutually agreed times to carry out inspection of the Seller's quality system and Goods verification when necessary, this requirement shall apply at any level of the supply chain, including sub-tier suppliers

17. Defects. (a) Seller warrants to Buyer that: (i) where Goods are tangible goods, items, parts, products and materials, they: (u) will be new; (v) free of any liens or encumbrances; (w) will be of merchantable quality; (x) will be fit for its intended purpose; (y) free of defects whether through faulty design, (other than a design made or furnished

by the Buyer), material or workmanship; and (z) will conform to agreed-upon specifications and any other requirements set forth in the purchase order; (ii) where the Goods are services, they: (yy) will be provided in a diligent, prompt, efficient and professional manner, in accordance with reasonable standards of quality acceptable to the Buyer (and in no event, with standards of quality less than industry standards); and (zz) conform to agreed-upon specifications and other requirements set forth in the purchase order. The foregoing warranties shall survive inspection and acceptance of, and payment for, the Goods and shall remain in effect as to each Good for a period of 12 months following the date of delivery (or performance, as the case may be) of such Goods, and shall run to the Buyer, its successors, assigns, and customers. If the Buyer determines that the Goods do not to meet the warranties specified herein, the Buyer may, within its sole discretion, return such Goods to Seller at Seller's expense, for correction, replacement or credit, plus transportation charges, or in the case of services, refuse to confirm satisfactory completion of such service(s) and require the Seller re-perform such service(s). If repair or replacement of the Goods, (or in the case of services, re-performance) is not timely, the Buyer may elect to return, repair, replace, or re-procure the non-conforming Goods at the Seller's expense. Any corrected, replaced, or repaired Goods (or in the case of services, re-performed service(s)) shall be subject to the provisions of this clause to the same extent as initially furnished hereunder for the remaining warranty period specified herein. The Buyer and Seller shall agree on a recovery plan that includes specifying how the defective or non-conforming Goods are to be disposed of.

18. On-site Equipment. The Buyer shall not be responsible for or accept any liability in respect of damage or claims resulting from the use by or on behalf of the Seller or Buyer's on-site equipment. The Buyer's on-site equipment should be used only with its prior written consent and in strict compliance with its site procedures and the Seller shall indemnify the Buyer against any failure to do so.

19. Termination on Notice. The Buyer shall be entitled at any time by 14 days' notice in writing to terminate the contract and on such termination: (a) The Seller shall use all reasonable endeavours to assign to the Buyer on request the benefit of any sub-contract entered into by the Seller in connection with the Goods the subject of any purchase order or to terminate any such sub-contract. (b) The Seller shall be entitled to be paid: (i) The sums under the terms of any purchase order in respect of work done and Goods delivered up to the date of termination. (ii) Any sums which, consistent with applicable lead times, have necessarily and reasonably been paid by the Seller to its suppliers or contractors to carry out the Seller's obligations. (iii) The Seller will not be entitled to any payment other than under (i) and (ii) above.

20. Termination for Cause. The Buyer shall be entitled without liability to the Seller to terminate the contract immediately: (a) If the Seller fails to perform any condition or requirement of this contract and, if capable of remedy, fails to remedy such breach within 14 days of written notice; or (b) The Seller makes any arrangement with its creditors or enters into administration or goes into liquidation; or (c) A receiver or manager is appointed of any of the property or assets of the Seller; or (d) The Seller ceases or threatens to cease to carry

on business; or (e) Any distress, execution or other process is levied on any of the assets of the Seller.

21. Safety and Environmental Regulation. The Seller shall comply in all respects with the applicable environmental and health and safety laws and regulations and shall indemnify and hold harmless the Buyer from and against all damages, costs, losses, charges, expenses (including legal fees and disbursements) or liabilities whatsoever caused by or arising out of any breach by the Seller of such laws or regulations.

22. Hazardous Materials. The Seller must advise upon receipt of a purchase order if the Goods to be supplied contain any hazardous or harmful materials requiring special handling or treatment. The Seller shall comply with all applicable requirements contained in laws, regulations and directives including but not limited to national, EU, and local environmental, health and safety laws, regulations and directives relating to the supply of Goods and Hazardous Materials. All Goods and Hazardous Materials shall comply with the requirements set forth in the Montreal Protocol on ozone depleting substances. Upon delivery of Goods to the Buyer, the Seller shall notify the Buyer in writing of all Substances of Very High Concern (SVHC) as identified on the "Candidate List" as published by the European Chemicals Agency ("ECHA") in accordance with Article 59.1 of the European Regulation (EC) no 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") as amended from time to time. Unless the Seller notifies the Buyer in writing and obtains the Buyer's prior written consent, no Goods shall contain any of the Hazardous Materials pursuant to Article 2.1 and identified in Article 4.1 of the European Parliament Directive 2002/95/EC (RoHS Directive) as that directive is amended from time to time. Seller shall be responsible for all costs and liabilities' relating to the recycling of Goods pursuant to the most current version of the European Parliament Directive 2002/96 /EC (WEEE Directive) as such Directive is implemented in each country to which said Goods are supplied to the Buyer.

23. Documentation Where appropriate the Seller shall provide documentation including operating instructions, parts lists and comprehensive spares listings. All documentation supplied shall be in the English language.

24. Compliance with Laws (a) The Seller shall comply in all respects with all applicable laws and regulations affecting the Goods and shall hold harmless and indemnify the Buyer against all damages, costs, losses, charges, expenses or liabilities whatsoever caused by or arising out of any breach by the Seller of such legislation or regulation. (b) The Seller shall comply with all of the Buyer's mandatory customer terms that it is required to flow down to its suppliers.

25. Export Compliance. The Seller shall obtain all export licences necessary for the delivery of the Goods to the Buyer at the time specified in the order. The parties agree to comply with all applicable governmental regulations as they relate to the import, export and re-export of information and/or Goods under this contract. The Seller shall provide to the Buyer all the necessary information required for export classification of the Goods. The Seller shall indemnify and hold the Buyer harmless to the full extent of any loss, damage or expense (including legal fees and disbursements) for any failure of the Seller to comply with such laws and regulations.

26. Anti-Corruption The Seller warrants that it has not, in connection with the Goods or Services: (a) Offered, given or agreed to give or receive, requested or accepted any financial or other advantage of any kind as an inducement or reward for doing or not doing any improper actor for the improper performance of any function associated with the order or the Goods or Services; or (b) Acted in any way, which would constitute an offence by the Seller or would cause the Buyer to commit an offence under any anti-bribery legislation. If the Seller breaches the above warranty, the Buyer shall be entitled to terminate the purchase order by written notice with immediate effect. Any termination shall be without prejudice to the accrued rights of the Buyer. The Seller shall indemnify and hold harmless the Buyer from any loss, damage and expense, including all legal fees and disbursements, incurred or sustained by the Buyer, which is caused by or arises as a result of a breach of this clause.

27. Counterfeit Work (a) Work consists of those parts delivered under a purchase order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable. (b) The Seller agrees and shall ensure that Counterfeit Work is not delivered to the Buyer. (c) The Seller shall only purchase products to be delivered or incorporated as Work to the Buyer directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by the Buyer. (d) The Seller shall immediately notify the Buyer with the pertinent facts if the Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by the Buyer, the Seller shall provide documentation that authenticates traceability of the affected items to the applicable original manufacturer. (e) In the event that Work delivered under the purchase order constitutes or includes Counterfeit Work, the Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Order. Notwithstanding any other provision in the purchase order, the Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation the Buyer's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies the Buyer may have at law. (f) This clause applies in addition to any quality provision, specification, statement of work or other provision included in the purchase order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails. (g) The Seller shall include paragraphs (a) through (d) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to the Buyer.

28. Cumulative Remedies. Except as otherwise expressly set out herein, all rights and remedies provided in these

conditions of purchase are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties or otherwise.

29. Survival. The provisions of these terms of purchase that by their sense and context are intended to survive the performance hereof will so survive the completion of performance or termination or expiry of this contract.

30. Severability. If any provision of these conditions of purchase or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

31. Waiver. No waiver of any term or condition of these terms of purchase shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties. The failure of either party to enforce at any time any of the provisions of these terms of purchase, or the failure to require at any time performance by the other party of any of the provisions of these terms of purchase, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition, or requirement of these terms of purchase shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

32. Governing Law This agreement shall be governed by and construed in accordance with laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.