

Standard Conditions of Purchase of Cyndux Integrated FZE

1. General

1.1 The contractual relationship between the Contractor and the ordering company Cyndux Integrated FZE (hereinafter referred to as "Cyndux") shall be based on the order and on these Conditions of Purchase.

1.2 Contractor's conditions of delivery and other terms of contract of the Contractor, as well as any amendments or supplements to the order, shall not become part of the contract unless Cyndux expressly agrees in writing.

1.3 The Contractor is aware that the deliveries and services provided (hereinafter jointly referred to as "Delivery") will be distributed worldwide to customers at all stages of distribution and in any form, integrated or non-integrated, and will also be used in safety-critical areas (e.g., in the military or aviation sector).

2. Orders

An order shall be legally binding only if issued by Cyndux in writing with an order. An order that is not subject to an explicit time limit for acceptance can be revoked by Cyndux two weeks after receipt of the order, provided that the order was not previously accepted by the Contractor.

3. Invoices / Taxes

3.1 The Contractor shall make out a separate and clear invoice for each order. Each invoice shall state the order details and shall comply with the statutory provisions governing invoicing in the country in which Cyndux has its domicile.

3.2 All prices are net plus any value added tax at the statutory tax rate at the point in time of taxation.

3.3 The Contractor shall reimburse Cyndux any taxes deducted at source irrespective of the country in which they arise. All other taxes, levies, duties, fees and other charges shall be borne by the Contractor itself or, as the case may be, reimbursed to Cyndux, irrespective of the country in which they arise.

4. Payments

4.1 Payments shall be made net within 30 days, unless otherwise agreed.

4.2 The term of payment commences as soon as the Delivery has been taken or, as the case may be, accepted and an invoice in due form has been received by Cyndux. If Deliveries are taken or, as the case may be, accepted ahead of schedule, the term of payment shall commence on the agreed date of delivery.

5. Delivery Time / Deliveries / Contractual Penalty / Permits

5.1 All agreed dates and periods shall be binding. Deliveries prior to the agreed dates or periods shall require the prior written consent of Cyndux. If Deliveries are effected prior to the agreed dates or periods without the prior written consent of Cyndux, Cyndux reserves the right to return such Deliveries at the expense and risk of the Contractor.

5.2 As soon as the Contractor is able to realize that it will not meet a date or period, it shall inform Cyndux without undue delay in writing of the period of the delay, indicating the reasons for the delay and the planned corrective measures. The assertion of any rights due to the delay by Cyndux shall remain unaffected.

5.3 If the Contractor is in delay in delivery, in whole or in part, Cyndux shall be entitled to claim a contractual penalty for each delay, amounting to 0.5 % of the value of the respective delayed Delivery

for each completed working day of such delay, but for each delay not exceeding 10 % of the value of respective delayed Delivery.

This shall not affect any claims for performance or damages, however the contractual penalty shall be credited against any claims for damages due to such delay. Cyndux shall be entitled to claim the contractual penalty until the final payment is made, even if it does not reserve such right at the time of taking or, as the case may be, accepting the respective Delivery.

5.4 The Contractor shall obtain any permits necessary for the Delivery in due time and at its own expense.

6. Place of Performance / Transfer of Risk / Dispatch / Transfer of Title

6.1 Place of performance shall be the delivery address stated by Cyndux

6.2 If acceptance is required by law or has been agreed, the risk shall pass to Cyndux at the time of acceptance, otherwise at the time of taking the respective Delivery at the place of performance.

6.3 Delivery shall be performed in accordance to the delivery terms and to the delivery address as stated in the order.

6.4 Each Delivery shall be accompanied by packing or delivery notes specifying the contents and the necessary order details.

6.5 Title to the respective Delivery shall pass to Cyndux upon delivery at the place of performance.

7. Acceptance

7.1 If acceptance is required by law or has been agreed, the Delivery shall be made available by the Contractor in due time for acceptance by Cyndux. The results of the acceptance test shall be documented in an acceptance test record within a reasonable period of time.

7.2 If the acceptance test reveals defects, Cyndux shall have the right to refuse acceptance.

7.3 The taking, commissioning, use, or resale of the Delivery or any payments shall not be considered as acceptance.

7.4 If partial acceptance has been agreed, the aforementioned acceptance provisions shall apply to such partial acceptance mutatis mutandis; all partial acceptances shall be preliminary and subject to overall acceptance.

8. Obligation to Examine and Give Notice of Defects

8.1 Once the goods have been delivered, Cyndux shall examine, on the basis of the delivery documents and an external inspection of the packaged goods, whether the goods received correspond to the quantity and type ordered and whether there are any external recognizable transportation damages.

8.2 Cyndux shall have the right to give notice of any defects which could be discovered by means of the aforementioned examination within 14 days of the goods being delivered.

8.3 Cyndux shall have the right to give notice of any defects discovered at a later date within 14 days of identifying them.

8.4 Late defect notification shall not affect any warranty rights based on fault.

9. Rights to the Delivery

9.1 The Contractor grants Cyndux the non-exclusive, irrevocable, transferable, worldwide and perpetual right, to use the Delivery. In particular, Cyndux is entitled to integrate the Delivery or parts thereof into other products, to distribute the Delivery or parts thereof worldwide, either integrated or non-integrated, and insofar as this is necessary in order to achieve the purpose of the contract, to adapt or otherwise

alter the Delivery or parts thereof and to distribute the results of such activities as aforementioned. Cyndux is also entitled to sublicense this right of use.

9.2 Cyndux is entitled at its discretion to reproduce the Delivery or parts thereof, to distribute (also by renting) and to communicate to the public (in particular by making available to the public) the Delivery or parts thereof and reproductions thereof. This also includes the right to adapt or otherwise alter the Delivery or parts thereof by any means and to use the results thereof as aforementioned. Cyndux is also entitled to sublicense this right of use.

9.3 If and to the extent that the results of the development can be protected by industrial property rights, the Contractor hereby already irrevocably gives its prior consent to Cyndux to file an application for industrial property rights in the country of Cyndux domicile and abroad and herewith already assigns all rights to, and resulting from, this invention to Cyndux, especially its right to file applications for, or to be granted, patents or utility models in the country of Cyndux's domicile and abroad. The Contractor shall provide Cyndux, at its own expense and within a reasonable period, with all information, documents and declarations necessary for the registration, conduct of in and out of court disputes and maintenance of such industrial property rights by Cyndux.

9.4 The consideration for the aforementioned granting and/or assignment of rights is included in the agreed remuneration.

10. Condition of the Delivery / Defects in Material and Defects of Title

10.1 The Delivery shall be in accordance with the agreed specifications. The Delivery shall comply with the state of the art, the applicable statutory provisions, and the relevant regulations and directives of authorities, trade associations and professional associations.

10.2 Unless the statutory provisions do not provide for any longer limitation periods, the limitation period for defects in material shall be 12 months and the limitation period for defects of title shall be 24 months. If acceptance is required by law or has been agreed, the limitation period shall commence at the time of acceptance, otherwise at the time of taking the respective Delivery at the place of performance.

10.3 The place of performance for subsequent performance is, at Cyndux's option, either the place where the Delivery is located at the time the defect is discovered or the delivery address stated by Cyndux.

10.4 If the Contractor fails to fulfil its subsequent performance obligations within a reasonable period to be set by Cyndux, Cyndux shall be entitled, in addition to any statutory and contractual rights they may have, to remedy the defect itself or have it remedied by third parties and to claim compensation from the Contractor for the expenses incurred in this respect or demand a reasonable advance payment. No period for subsequent performance has to be set in advance if the respective Delivery was effected after the Contractor was in delay in delivery or if the statutory provisions do not require to set a period for subsequent performance.

10.5 In other respects, the statutory provisions shall apply to defects in material and/or defects of title.

11. Audit

Cyndux shall be entitled to perform audits on the Contractor's premises that are relevant to the Delivery during regular business hours to check the due execution of the contract or to have the audit performed by third parties who are bound to secrecy. Cyndux shall announce each audit at least one (1) working day in advance.

12. Nondisclosure / Provision of Materials

12.1 The content of this order and all information received from Cyndux, or from third parties on behalf of Cyndux, in connection with the performance of the contract shall be treated as confidential by the Contractor. Cyndux does not grant the Contractor any rights whatsoever to this information, other than the right to use it for the performance of the contract. Disclosure to third parties is only permitted with the prior written consent of Cyndux and, in the event that such consent is granted, the Contractor shall subject these third parties to confidentiality obligations prior to disclosure.

12.2 The Contractor may only disclose its business relations with Cyndux after having obtained the prior written consent of Cyndux to do so.

13. Foreign Trade Law / Security in the Supply Chain

The Contractor shall comply with all requirements and provisions of the applicable national and international customs law, export control law and other foreign trade and payments law (hereinafter jointly referred to as "Foreign Trade Law"). The Contractor shall provide to Cyndux in writing at the latest two weeks after ordering or, in the case of modifications, without undue delay all information and data that Cyndux requires in order to comply with the Foreign Trade Law in the event of export, import and re-export, including, without being limited to the following:

- all applicable numbers of the EC Dual Use-List or export list including the Export Control Classification Number (ECCN) in accordance with the US Export Administration Regulations (EAR) or
- in case the provisions of the US International Traffic in Arms Regulations (ITAR) are applicable – including the US Munitions List Number (USML);
- the statistical goods number pursuant to the current goods classification of the foreign trade statistics or the Harmonized System (HS) code; and
- the country of origin and, if required by Cyndux, suppliers' declarations regarding the preferential origin or certificates of origin.

14. Third-Party Rights

14.1 The Contractor guarantees that the Delivery does not infringe any patent rights, utility model rights, trademarks, design rights, copyrights or other third-party rights that exclude or restrict the intended use by Cyndux and/or its customers.

14.2 If the use of the Delivery or parts thereof is restricted or prohibited due to an asserted infringement of third-party rights, or if there is the risk that such use will be restricted or prohibited, the Contractor shall indemnify Cyndux and/or its customers on first demand against all in and out of court third-party claims. In addition, the Contractor shall reimburse Cyndux for any expenses incurred for legal defence and for any damage incurred as a result of such claims for infringement of third-party rights.

14.3 In order to ensure effective defence against such claims, the contracting parties shall inform each other without undue delay if they become aware of any alleged infringement of third-party rights.

15. Place of Jurisdiction / Applicable Law / Miscellaneous

15.1 The contractual relationship between the Contractor and Cyndux shall be governed exclusively by the UAE law .

15.2 Cyndux shall also have the right to take legal action at the Contractor's domicile.

15.3 English shall be the language of contract. If the contracting parties use another language in addition to English, the English wording shall prevail.