

Celtic Automation Ltd
Standard Terms and Conditions for Procurement

1. **Offer and Acceptance** As designated on the face hereof or on an attached writing hereto, this Purchase Order Agreement ("Contract") is an offer by the indicated buyer ("Buyer") to the party to whom it is addressed ("Supplier"), to purchase the identified products and/or services ("Products"). Supplier shall accept this Contract by any reasonable indication of acceptance, including without limitation: (i) if Supplier fails to object to Buyer, in writing, within five (5) days of receipt of this Purchase Order, or (ii) if it begins work or ships the Products to Buyer. Acceptance is expressly limited to the terms of this Contract, and Buyer objects to all additions, exceptions, or changes to these terms whether contained in any printed form of Supplier or elsewhere unless accepted in writing signed by an authorized representative of Buyer.
2. **Pricing and Changes.** Pricing is firm and not subject to change unless otherwise stated in this Contract. Buyer may notify Supplier of changes to the drawings, specifications, quantity, delivery or other requirements, but the time for performance and price shall not change unless Supplier notifies Buyer in writing supported by documentation that a change in price or time for performance is necessary, within ten (10) days of receipt by Supplier of notice of such change. Upon Supplier's notice the parties shall negotiate an equitable adjustment to the time for performance or price. Supplier shall not make any change in this Contract without the prior written approval of Buyer, including, without limitation, the nature, type or quality of any services, raw materials or goods used by Supplier or its suppliers in connection with this Contract. Any general price reduction made by Supplier with respect to any Product ordered, subsequent to the placement of this Contract by Buyer, and prior to Buyer's receipt of the Product, shall apply to this Contract. Supplier represents that the prices charged hereunder are the best or lowest prices charged by Supplier to buyers of a class similar to Buyer purchasing comparable quantities and under similar circumstances.
3. **Electronic Communication.** Supplier will comply with the method of electronic communication as may be specified by Buyer including requirements for vendor managed inventory, electronic funds transfer, purchase order transmission, electronic signature and/or communication.
4. **Volume & Quantity.** Any estimates, forecasts or projections of future anticipated volume or quantity requirements for Products provided by Buyer are provided for informational purposes only and may change. If quantities and delivery schedules are not specified in this Contract, they will be as reasonably determined by Buyer and stated in firm releases issued to Supplier from time to time. If Supplier is supplying Buyer under a vendor managed inventory system under this Contract, Supplier will at all times maintain Buyer's supply at required levels as indicated through the vendor managed inventory system.
5. **Shipping & Delivery.** Products will be shipped in accordance with sound commercial practice and instructions furnished by Buyer. Supplier will comply with Buyer's packaging, labeling, shipping notification and freight requirements. Non-compliance may result in charges to Supplier. The costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in this Contract are included in the price. Supplier shall bear all risk of loss until Products are delivered. Deliveries will be made in the quantities and on the dates specified by Buyer in this Contract or subsequent releases or instructions. Unless otherwise stated in this Contract, delivery terms will be FCA Buyer's dock (Incoterms 2010). Time is of the essence. Supplier shall be responsible for any premium freight required to meet on-time delivery. Buyer will not be required to accept Products that are delivered in advance of the delivery date or in incorrect quantities.
6. **Certification Statements and Customs.** In the case of raw material Products, Supplier shall provide a signed quantitative test report showing conformance to the specifications for each shipment. The certification shall identify, when applicable, the material specification; manufacturer (and vendor if different); lot, batch, heat or serial identity; quantity of material covered; date of shipment and carrier; Buyer's purchase order and material code numbers; and statistical test results obtained. If the

certification is accompanying the shipment, the shipping unit containing the document must be clearly marked as such so the certification is readily available to the receiving personnel. Supplier agrees to provide the Buyer with a statement of origin, certificate, affidavit and applicable customs documentation for all Products sold or provided to Buyer as any requested (including NAFTA certificates of origin and Manufacturing Affidavits).

7. **Acceptance.** Products will comply with the information and specifications submitted to Supplier by Buyer, including but not limited to markings, labels, warnings, patterns, samples, drawing functionality and operating environment requirements. Acceptance of Products by Buyer is subject to Buyer's inspection after delivery to Buyer. Products rejected by Buyer as non-conforming may be returned to Supplier at the expense of Supplier. Products rejected by Buyer and returned to Supplier shall not be replaced except upon request of Buyer. Payment for any Product shall not constitute acceptance thereof. If a Product is rejected after payment, Buyer shall be entitled to return the same for full refund or, in the case of services Buyer may to reject the work and receive restitution.

8. **Payment.** Payment terms shall be MNS2, meaning payment will be made on the 2nd business day of the 2nd month following the date of receipt of Products and a correct invoice by Buyer. All invoices and/or advance shipping notices must reference the order number, amendment or release number, Buyer's part number, Supplier's part number where applicable, quantity of pieces in shipment, number of cartons or containers, Supplier's name and contact information, and bill of lading number, before any payment will be made. Unless otherwise expressly stated in this Contract, prices for Products include all applicable federal, state, provincial, and local taxes. Buyer shall have the right of setoff.

9. **Service and Replacement Parts.** If applicable, Supplier will make Products available to Buyer necessary for Buyer to fulfill all service and replacement parts requirements for the current model year at the then current production prices under this Contract plus the actual net cost differential for required unique packaging, shipping and handling, if any. For the first ten (10) years of past model service after the current model production, Supplier shall make available to Buyer Products required to fulfill service and replacement parts demand for past model years at the prices specified in the last purchase order for such Products plus the actual net cost differential for cost of manufacturing and unique packaging, shipping and handling, if any.

10. **Ownership of Proprietary Materials.** Except as specifically stated in this Contract, neither party transfers to the other party any patent, trade secret, trademark, copyright or other intellectual property right owned by such party ("Intellectual Property Right"). Supplier grants to Buyer a non-exclusive right and license of Supplier's Intellectual Property Rights to: (a) use, sell, and modify Products and incorporate Products into other products for use or sale; and (b) in the case where Supplier is unable to perform or has breached this Contract, to make Products or have Products made by an alternate source for the remaining duration of this Contract or as otherwise mutually agreed to in writing. All works of original authorship, ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, and other intellectual property created by Supplier for which the development was paid for by Buyer (collectively, "Proprietary Materials"), and all Intellectual Property Rights in such Proprietary Materials, are owned by Buyer. Supplier agrees that all such Proprietary Materials created by Supplier for which the development was paid for by Buyer are "works made for hire" as that term is used in connection with the U.S. Copyright Act. Supplier shall ensure that all employees and subcontractors to Supplier shall have written contracts with Supplier consistent these terms.

11. **Limited Trademark License.** Subject to Supplier's compliance with the terms and conditions of this Contract, Buyer grants to Supplier a non-exclusive, non-transferable, limited license, with no right to sublicense, to reproduce and use those trademarks, service marks, logos, commercial symbols and other indicia of trade origin of Buyer and its affiliates as shall be designated in writing from time to time by Buyer to Supplier (collectively, the "Buyer Marks") solely for the manufacture and sale of Products to Buyer. Supplier may not use the Buyer Marks in any manner not expressly authorized in this Contract. Supplier's reproduction and use of the Buyer Marks, and all goodwill established and/or symbolized thereby, will inure exclusively to the benefit of Buyer and its affiliates, as applicable, and this Contract does not confer any goodwill or other interests in the Buyer Marks upon Supplier. Supplier shall not

Challenge or contest the validity of the Buyer Marks, any registration of the Buyer Marks with the U.S. Patent and Trademark Office or with any foreign government or the ownership of the Buyer Marks by Buyer or its affiliates. Supplier shall not represent that it has any ownership interest in the Buyer Marks or registrations therefore. At such time as Supplier is no longer supplying Products to Buyer, or earlier upon Buyer's request, Supplier shall immediately and entirely discontinue all use of Buyer Marks and Supplier shall have no rights whatsoever in regard to the Buyer Marks. The obligations of Supplier under this Section shall survive any termination of this Contract.

12. **Warranties.** In addition to any warranties otherwise set forth in this Contract, Supplier expressly warrants that all Products will conform to Supplier's specifications and to all agreed upon specifications, drawings, samples or descriptions, and all applicable laws, regulations and other governmental requirements in force in countries where Products or products equipped with such Products are to be installed or sold, and will be merchantable, of good material and workmanship and free from defects. These warranties will be effective for the longer of: (a) the period provided by applicable law where the Products are used; or (b) the warranty period provided by Buyer to its customers. Supplier shall repair any defects during the applicable warranty period at Supplier's cost and expense (including, without limitation, for all parts, labor and transportation costs) immediately after being notified of any such defect by Buyer. In carrying out any services the Supplier will ensure that the best technical practices, skills, procedures, care and judgment will be employed. The warranties and remedies contained herein supplement the warranties and remedies provided by applicable law which shall not be disclaimed or limited. All warranties contained in this Contract shall run, and all remedies shall be available to, Buyer, its affiliates, and their customers and all such warranties shall survive any delivery, inspection, acceptance, or payment by Buyer. As may be applicable, Supplier warrants the Products will meet or exceed the failure rate and/or reliability requirements set forth in the applicable specifications. A failure rate of 2% or higher for any cause or group of causes of Buyer's population or lot of a particular Product shall be deemed an epidemic failure. Claims for non-compliance will be established from Buyer's service records for the Product. In the event of non-compliance, Supplier will (a) correct the cause on all Products to be shipped thereafter and (b) repair or replace all affected Products shipped within the previous 48 months or pay Buyer its costs of remedying the non-compliance. If the Product is for resale, Supplier acknowledges that Buyer may make similar warranties to its customers in reliance upon the foregoing.

13. **Indemnification.** To the full extent permitted by law, Supplier hereby agrees to indemnify, defend and hold harmless Buyer, its affiliates, partners, directors, officers, employees and agents, from and against any and all actions, claims, demands, judgments, losses, costs, liabilities, damages, expenses and/or fees (including reasonable attorneys' fees) of whatever kind ("Claims") that are incurred by or asserted against Buyer related to or arising from any: (a) actual or alleged infringement of any patent, trademark, copyright, trade secret, industrial design right, or other proprietary right, by reason of the manufacture, use or sale of the Products, except to the extent the infringement results directly from a design furnished by Buyer; (b) defect or alleged defect in any Products; (c) noncompliance or alleged noncompliance by Supplier of its representations, warranties, or obligations under this Contract; or (d) negligence or fault or alleged negligence or fault of Supplier in connection with the design or manufacture of Products. Supplier shall not make any admissions on behalf of Buyer or enter into a settlement without Buyer's prior written consent. The indemnification obligations of Supplier under this Section are not in lieu of and shall not in any way impair or exclude Buyer's rights or remedies under law, and such rights shall be cumulative.

14. **Compliance with Law.** Supplier will at its expense comply with all federal, state, provincial, local and foreign laws, orders, rules, regulations and ordinances, including import and export laws and regulations, that may be applicable to Supplier's performance of its obligations under this Contract; and shall identify and procure required permits, certificates, licenses, insurance, approvals and inspections in performance of this Contract. Any provision which is required to be a part of this Supplier shall provide Buyer with material safety data sheets for Products and all other information required to comply with applicable laws, including requested certificates for country of origin and trade agreement documentation (e.g., NAFTA or Manufacturing Affidavits). For programs involving the supply of goods or services to the US Government, Supplier shall accept the flow-down of applicable Federal

Acquisition Regulations and shall maintain the capability to meet all of the requirements of such regulations including, without limitation, requirements as to cost and pricing data, truth in negotiation and procurement integrity.

15. **Insurance Requirement.** In addition to any specific insurance requirements as may be specified in this Contract, throughout the term of this Contract and the warranty period of any Products, Supplier shall obtain and maintain, at its sole expense: (a) general liability insurance with coverage limits reasonably acceptable to Buyer and naming Buyer as an additional insured; (b) all risk property perils insurance covering the full replacement value of Buyer's Property (as defined below) while in Supplier's care, custody, or control and naming Buyer as loss payee; and (c) worker's compensation insurance as required by applicable law. Insurance coverage amounts shall in no case be less than as standard in the industry, and shall be with carriers with at least an A.M. Best rating of "A" excellent, and a financial size rating of at least Class V. Supplier shall furnish to Buyer certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration. Supplier shall provide at least sixty (60) days' prior written notice to Buyer of cancellation or material alteration of insurance.

16. **Confidentiality.** In connection with this Contract, Supplier may have access to Buyer's confidential information, including, without limitation inventions, developments, know how, specifications, business plans, results of testing, systems, financial information, product information, methods of operation, customer information, supplier information and compilations of data ("Confidential Information"). Supplier shall use Buyer's Confidential Information only for the purposes contemplated under this Contract and shall not disclose it to third parties or otherwise use it to its own advantage or Buyer's detriment. Confidential Information shall not include information which: (a) is or becomes publicly available without breach of this Agreement by Supplier; (b) was known to Supplier prior to its receipt from Buyer as evidenced in writing; or (c) is developed by Supplier independently of its access to Confidential Information. Supplier is permitted to disclose Buyer's Confidential Information to its employees and authorized subcontractors on a need to know basis only, provided that such employees and authorized subcontractors have written confidentiality obligations to Supplier no less stringent than the confidentiality obligations under this Section. Upon termination of this Contract, Supplier shall return Buyer's Confidential Information and shall not use Buyer's Confidential Information for its own, or any third parties, benefit. Supplier's confidentiality obligations shall survive termination of this Contract for so long as Buyer's Confidential Information remains confidential. In order to assure that Buyer is able to obtain the full benefit of the restrictions set forth in this Section, Buyer shall be entitled to injunctive relief, including, but not limited to, emergency, preliminary, temporary and permanent injunctions, from any court of competent jurisdiction as may be necessary to enjoin any violation of the foregoing covenants, without the necessity of proving immediate irreparable harm or an inadequate remedy at law. If the parties have already entered into a Confidentiality or Non-Disclosure Agreement ("NDA"), the terms and conditions of the NDA shall apply and control for confidentiality obligations between the parties in lieu of this section.

17. **Bailed Property.** (a) All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, castings, cavity die patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Supplier in connection with Supplier's performance of its obligation under this Contract, or for which Supplier has been paid or reimbursed by Buyer, with all related repairs, improvements, appurtenances, accessions and accessories, and all documents, standards or specifications, trade secrets, proprietary information, Proprietary Materials and all Intellectual Property Rights in such Proprietary Materials (collectively, "Buyer's Property") shall be and remain the property of Buyer or the designated owner. Supplier shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed, maintained, repaired and replaced by Supplier at Supplier's expense in good working condition capable of producing Products meeting all applicable specifications. Buyer's Property shall not be used by Supplier for any purpose other than the performance of this Contract, shall be conspicuously marked "Property of Buyer" by its name shown on this Contract by Supplier, shall not be commingled with the property of Supplier or with that of any third party, and shall not be moved from Supplier's premises without Buyer's prior written approval. Supplier will indemnify and defend Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property.

(b) Buyer will have the right to enter Supplier's premises to inspect Buyer's Property and Supplier's records regarding Buyer's Property. Supplier acknowledges that neither Supplier nor any other person or entity other than Buyer (or its affiliates or customer if applicable), has any right, title or interest in Buyer's Property except, subject to Buyer's sole discretion, Supplier's rights to utilize Buyer's Property in the manufacture of Products under this Contract. Effective immediately, without further notice or legal action, Buyer, or its designee, has the right to enter the premises of Supplier and take possession of all of Buyer's Property without payment of any kind. Supplier agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Supplier expressly waives any right to additional notice or process and agrees to provide Buyer or its nominee(s) with immediate access to Buyer's Property. Supplier grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Supplier's behalf any notice or financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. At Buyer's request, Buyer's Property will be immediately released to Buyer or delivered by Supplier to Buyer either: (i) FCA Supplier's plant (Incoterms 2010), properly packed and marked in accordance with the requirements of Buyer's selected carrier; or (ii) to any location designated by Buyer, in which event Buyer shall pay Supplier the reasonable costs of delivery. Supplier waives, to the full extent permitted by law, any lien (whether mechanics, mold builder, molder, special tool builder, UCC or otherwise) or other rights that Supplier might otherwise have on any of Buyer's Property.

(c) Supplier acknowledges that the unauthorized possession of Buyer's Property by Supplier would cause irreparable harm to Buyer, Buyer's customer, and others. Therefore, Supplier recognizes the right and need of Buyer to obtain immediate relief in the nature of a replevin or claim and delivery action. Accordingly, provided that Supplier receives at least twenty-four (24) hours' notice of any request for hearings in connection with proceedings instituted by Buyer, Supplier waives, to the fullest extent possible under applicable law, the right to notice in excess of twenty-four (24) hours in connection with any judicial proceedings instituted by Buyer. Further, Supplier hereby waives any requirement for Buyer to post a bond in a replevin action. Supplier shall pay all costs incurred by Buyer, including, but not limited to, reasonable attorney fees, the cost of the bond and sheriff and other court officers' fees in connection with the recovery of Buyer's Property through legal process.

18. **Termination for Cause.** Either party may upon written notice to the other party terminate all or any part of this Contract without further liability, if the other party: (a) is in Default of this Contract, however, if the Default can be cured then only if such Default is not cured within fifteen (15) days of receipt of written notice of the Default from the non-defaulting party; or (b) has committed a material breach of this Contract. Either party shall be in "Default" under this Contract if it fails to perform any obligation under the Contract, breaches any representation or warranty under this Contract, or fails to provide adequate assurance of performance under the Contract within a reasonable time after written and justifiable demand by the other party.

19. **Termination for Convenience.** Buyer may terminate this Contract upon ten (10) days advance written notice to Supplier. Upon such notice, Supplier shall not make new commitments for any additional raw materials, inventory or services related to the Products under this Contract without the prior written approval of Buyer. Buyer shall pay Supplier for raw materials unique to the Products, work-in-process and finished goods in inventory for the Products authorized under a firm release from Buyer that are useable and in a merchantable condition ("Inventory") remaining in Supplier's possession on the termination date, after receipt of payment for such Inventory from Buyer's customer and delivery of such Inventory to Buyer. The purchase price for the Inventory, which shall be Supplier's sole and exclusive recovery from Buyer on account of termination for convenience, will be (a) the contract price for all Products that have been completed in accordance with this Contract as of the termination date not previously paid for, plus (b) the actual documented costs of work in process and raw materials incurred by Supplier in furnishing the Products to the extent such costs are reasonable in amount and are properly apportionable under generally accepted accounting principles to the terminated portion of this Contract, less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Supplier with Buyer's written consent. If Buyer's customer is unreasonably delayed in making payment for Inventory, Buyer shall negotiate with Supplier a good faith settlement. In no event will Buyer be required to pay for Inventory that Supplier fabricates or procures in amounts that exceed

amounts authorized in Buyer's firm delivery releases nor will Buyer be required to pay for any goods or materials that are in Supplier's standard stock or that are readily marketable. Buyer shall not be liable for any special, punitive, indirect, incidental, or consequential damages, including, without limitation, lost profits, loss of revenue, or cost of capital. Payments made under this Section will not exceed the aggregate price for finished goods that would be produced by Supplier under firm delivery releases outstanding on the date of termination. Within sixty (60) days after the effective date of termination, Supplier shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer reasonably requests.

20. **Actions on Termination.** Upon termination of this Contract, Supplier shall: (a) take actions reasonably necessary to protect property in Supplier's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (b) return Buyer's Confidential Information to Buyer.

21. **Force Majeure.** Neither party shall be liable to the other party for delay in a scheduled delivery or a failure in performance caused by acts beyond such party's reasonable control without fault or negligence of such party, such as, without limitation, flood, war, embargo, acts of terrorism, riot, or the intervention of any government authority ("Force Majeure"), provided such party presents a claim and notice in writing to the other party within twenty-four (24) hours of such party becoming aware that an event of Force Majeure may delay or interrupt performance hereunder. If Supplier is unable to perform for any reason, Buyer may purchase Products from other sources and reduce its purchases from Supplier accordingly without liability to Supplier.

22. **Applicable Law.** This Contract, and the purchase and sale of Products and any dispute or controversy relating thereto, shall be governed and construed according to the laws of England and Wales excluding its conflict of law principles; and shall not be governed by or construed under the provisions of the 1980 United Nations Convention on the International Sale of Goods. Each party irrevocably submits to the jurisdiction of the courts of England and Wales and hereby waives the defense of an inconvenient forum.

23. **Dispute Resolution.** Except for disputes relating any breach of confidentiality hereunder or for the misuse or infringement of Buyer's intellectual property rights, in the event of a dispute or disagreement between Seller and Buyer arising out of or relating to this Contract (a "Dispute"), such Dispute, upon the written request of either party, shall be referred to the chief financial officers of each party or their respective designees. The chief financial officers or their respective designees shall promptly meet in good faith to resolve the Dispute and if they do not agree upon a resolution within thirty (30) calendar days after the reference of the Dispute to them, then such Dispute, upon written notice from one party to the other of its intent to arbitrate, shall be submitted to and settled exclusively by final and binding arbitration in lieu of any judicial proceeding; provided, however, that nothing contained in this Section shall preclude any party from seeking or obtaining from a court of competent jurisdiction (a) injunctive relief, or (b) equitable or other judicial relief to specifically enforce the provisions of the Contract or to preserve the status quo prior to the event(s) leading to the Dispute.