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## PURCHASE ORDER GENERAL TERMS & CONDITIONS

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### 1. OFFER, ACCEPTANCE, MODIFICATION.

Written acceptance of the Purchase Order, or commencement of any work or services pursuant to the Purchase Order, shall constitute acceptance by the seller of the Purchase Order. Such acceptance is limited to these terms and conditions. All terms and conditions proposed by the Seller that are different from or in addition to the Purchase Order are expressly rejected by Overview Ltd. No purported verbal agreement or other understanding that attempts in any way to modify the conditions of the agreement resulting from the Purchase Order will be binding upon Overview Ltd. Any modification to a Purchase Order shall be made only in writing and signed by both parties to the Purchase Order. The placement of the Purchase Order by Overview Ltd is specifically conditional upon the terms and conditions stated herein and entirely excludes any terms and conditions that the Seller may seek to impose in its invoice or any other communication, except to the extent that such terms and conditions have been expressly agreed in writing by Overview Ltd.

### 2. PRICE.

- 2.1. The Purchase Order shall not be executed at prices higher than those specified on the Purchase Order unless otherwise agreed to in writing by Overview Ltd. The price specified on the Purchase Order includes all subcontracting costs associated with the Purchase Order. Overview Ltd shall have no responsibility for any increased costs incurred by the Seller in connection with any material procured, labour or subcontractors, unless such additional costs shall have been negotiated and agreed to in writing by Overview Ltd.
- 2.2. The Seller warrants that the prices specified herein are no less favourable than prices given by the Seller to any other customer for like merchandise (after consideration of all discounts, rebates and allowances). If the Seller quotes a lower price to anyone or accepts payment of a lower price from anyone during the life of this contract, the Seller shall so notify Overview Ltd and such lower price is to prevail in respect to any quantity undelivered hereunder. If Overview Ltd is quoted a lower price by someone other than the Seller, and the Seller does not wish to meet the lower price, Overview Ltd may purchase any undelivered quantity hereunder at the lower price from such third party, thereby cancelling the Purchase Order with no further liability to the Seller for such undelivered quantity.
- 2.3. The prices specified on the Purchase Order shall include all federal, state and local taxes, domestic or foreign, that the Seller is required by law to collect from Overview Ltd and from which the Seller cannot obtain an exemption. Such taxes shall be separately stated on the Seller's invoices and shall be paid by Overview Ltd, unless an exemption is available. The Seller shall provide Overview Ltd with appropriate evidence of the payment thereof to the Governmental/ regulatory authority, if so requested by Overview Ltd.
- 2.4. Unless otherwise agreed to in writing by Overview Ltd the price specified on the Purchase Order includes all charges for Packing and transportation to the Incoterms F.O.B. point. The Seller shall pay all delivery charges in excess of those that Overview Ltd has agreed to pay.

The Seller warrants that the prices will comply with applicable government law and regulations. Overview Ltd shall, in no event, be responsible for any liability that may become due on account of any alleged non-payment of any or all taxes, levies, duties, assessments, deductions, penalties or interest thereon.

### 3. PACKING AND SHIPPING.

- 3.1. All shipments must be accompanied by a packing slip, which describes the articles, states the Purchase Order number and shows the shipment's destination. The Seller agrees to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Overview Ltd instructions. No charges will be allowed for packing, crating, and transportation unless stated in the Purchase Order.
- 3.2. Goods shipped hereunder must comply with all Overview Ltd specifications concerning compliance with local, state, and federal environmental regulations including, but not limited to, those dealing with air pollution control, waste water control, chemical usage, and employee exposure.
- 3.3. The Seller shall bear all liability for spillage if the shipment does not so comply.

#### 4. DELIVERY – RISK OF LOSS.

- 4.1. Deliveries shall be made both in quantities and at times specified on the face of the Purchase Order or in any released Delivery Schedule and time is of the essence. Overview Ltd shall not be required to make payment for goods delivered that are in excess of quantities specified in Overview Ltd's Purchase Order or in released Delivery Schedules issued by Overview Ltd. Overview Ltd may reject any deliveries made more than two weeks after or before the specified delivery date.
- 4.2. In the event that the Seller fails to meet the agreed upon delivery requirements for reasons other than those specified in paragraph 12 below, and Overview Ltd requires a more expeditious method of transportation for the goods than the transportation method originally specified, the Seller shall ship the goods as expeditiously as possible at the Seller's expense and invoice Overview Ltd only for the amount that Overview Ltd would have paid for normal shipment.
- 4.3 Unless provided otherwise in the Purchase Order, all goods shall be sold F.O.B destination. The Seller shall be responsible for and bear the risk of any loss or damage to the goods until received by Overview Ltd. It shall be the responsibility of the Seller to arrange insurance of the goods during the aforesaid transit. Overview Ltd agrees to furnish all such information as may be required by the Seller to effect the aforesaid insurance.

#### 5. INVOICING.

The Seller agrees to promptly render after delivery of goods or performance of services, correct and complete invoices to Overview Ltd and to accept payment by BACS Transfer or, at Overview Ltd's discretion, other cash equivalent (including Letters of Credit, credit card payment or other transfer of funds methods). Payment shall become due on the 30<sup>th</sup> day of the month following the date on which Overview Ltd receives the goods or services, except as may otherwise be agreed by the parties in writing. Overview Ltd may withhold payment pending receipt of evidence, in such form and detail as Overview Ltd may direct, of the absence of any liens, encumbrances, and claims on the goods or services provided under the Purchase Order. Overview Ltd may off-set any amount owed by Seller or any of its affiliated companies to Overview Ltd against any amount owed by Overview Ltd to the Seller under the Purchase Order.

#### 6. WARRANTIES OF SELLER.

- 6.1. The Seller expressly warrants that all goods or services covered by the Purchase Order
  - 6.1.1. Conform to the Purchase Order, specifications, drawings, samples, and descriptions furnished to or by Overview Ltd
  - 6.1.2. Are merchantable, of good material and workmanship, and free from defect
  - 6.1.3. Are fit and sufficient for the particular purpose intended by Overview Ltd.
- 6.2. If the Seller has participated in the design of the item or approved the design, the Seller also warrants that the items are free from defects in design. All goods and services are subject to Overview Ltd's inspection processes. Payment for, inspection of, or receipt of goods or services shall not constitute acceptance of the goods or a waiver of any breach of warranty.

#### 7. REJECTION OF GOODS.

Overview Ltd will be entitled to notify the Seller of any shortages or damages to the goods up to fourteen [14] days from the date on which the goods are delivered to Overview Ltd's premises. Nonconforming or defective goods may be returned to the Seller for, at Overview Ltd's option, full credit or replacement with new goods at the Seller's risk and expense, including all expenses for labour and materials in dealing with or removing the defective parts, all charges for handling, sorting, packaging and transportation both ways. No replacement of nonconforming goods may be made except as authorised by a replacement order signed by Overview Ltd. The Seller shall be given a reasonable opportunity to inspect the damaged goods at its own cost within a period of fourteen [14] days from the date of notification of rejection of nonconforming or defective goods.

#### 8. CHANGES.

Overview Ltd may at any time in writing make changes in the drawings, designs and specifications of the goods or otherwise change the scope of the work covered by the Purchase Order, including but not limited to work with respect to such matters as drawings, designs, specifications, inspection, testing or quality control, the method of packing and shipping, the place of delivery, shipping instructions, and quantity or delivery schedules the Seller agrees to promptly make such changes. If such changes affect the cost or time required for performance, and if the Seller makes claim for adjustment in writing within fourteen (14) days of receipt of

notification of change, an equitable adjustment shall be made by the parties, and the Purchase Order shall be modified accordingly. Otherwise, such claim for equitable adjustment is waived and the Purchase Order shall be deemed to be modified. The Seller shall diligently continue performance of the Purchase Order, as changed, pending agreement on the amount of an equitable adjustment. Nothing contained in the Purchase Order shall relieve or excuse the Seller from proceeding without delay in performing the Purchase Order as changed. The Seller shall not make any change in design, processing, packing, shipping, or place of delivery without Overview Ltd's prior written approval.

#### **9. TERMINATION FOR BANKRUPTCY.**

- 9.1. Overview Ltd may immediately terminate the Purchase Order without liability, upon the happening of any of the following or any other comparable event:
  - 9.1.1. insolvency of the Seller
  - 9.1.2. filing of a voluntary or involuntary petition in bankruptcy by or against the Seller,
  - 9.1.3. appointment of a receiver or trustee for the Seller,
  - 9.1.4. any accommodation by Overview Ltd, financial or otherwise, not contemplated by the Purchase Order, that are necessary for the Seller to meet its obligations under the Purchase Order,
  - 9.1.5. execution of an assignment for the benefit of creditors by the Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days after such event.
- 9.2. The Seller will reimburse Overview Ltd for all costs Overview Ltd incurs in connection with any of the foregoing whether or not the Purchase Order is terminated including, but not limited to all legal or other professional fees.

#### **10. TERMINATION FOR CONVENIENCE.**

- 10.1. In addition to any other rights of Overview Ltd to cancel or terminate the Purchase Order, Overview Ltd may terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to the Seller. Upon receipt of such notice, the Seller will immediately stop work on the Purchase Order or the terminated portion thereof and notify any subcontractors to do likewise. Overview Ltd shall pay to the Seller the Purchase Order price for all goods or services that have been completed in accordance with the Purchase Order and not previously paid for. Where articles or materials are to be specifically manufactured for Overview Ltd hereunder and where the Seller is not in default, an equitable adjustment shall be made to cover the Seller's actual cost, excluding profit, for work-in-process and raw materials as of the date of termination to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Purchase Order.
- 10.2. Overview Ltd will not be liable for any charges or expenses incurred by the Seller in advance of the normal lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred subsequent to the giving of notice of cancellation. Overview Ltd will make no payments for finished goods, work-in-process, or raw materials in amounts in excess of those authorized by Overview Ltd or for any undelivered goods which are in the Seller's standard stock or which are readily marketable. The Seller shall submit any claim to Overview Ltd within thirty (30) days after the date of termination or such claim shall be waived.
- 10.3. Payments made to the Seller under this Section 10 represent the sole responsibility of Overview Ltd in case of cancellation of the Purchase Order and the Seller agrees not to charge any other costs, expenses or fees to Overview Ltd nor shall Overview Ltd be liable for any other costs, expenses or fees arising out of the cancellation or termination of the Purchase Order under this Section 10.

#### **11. TERMINATION FOR DEFAULT.**

- 11.1. In addition to any other remedies or rights afforded by law, Overview Ltd reserves the right to cancel all or any part of the Purchase Order, for default of the Seller, if the Seller:
  - 11.1.1. repudiates or breaches any of the terms of the Purchase Order, including the Seller's warranties,
  - 11.1.2. fails to perform services or deliver goods as specified by Overview Ltd,
  - 11.1.3. or fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within ten (10) days after receipt of written notice from Overview Ltd specifying such failure or breach.
- 11.2. If Overview Ltd terminates its purchase obligations pursuant to this paragraph, Overview Ltd shall have no obligations to the Seller in respect of the terminated portion of the Purchase Order and Overview Ltd's liability shall be limited to the delivered

portion of the Purchase Order at the rate specified on the face hereof. Overview Ltd shall be entitled to recover all damages or losses attributable to such repudiation, breach, or failure by the Seller.

## **12. EXCUSABLE DELAYS.**

Neither party shall be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence including but not limited to acts of God or the public enemy, actions by any domestic or foreign governmental authority (whether valid or invalid), fires, riots, wars, sabotage, acts of terrorism, labour problems (including lockout strikes and slowdowns), or inability to obtain materials due to any of the above. The affected party shall give written notice of such delay, including the anticipated duration thereof, to the other party within ten (10) days of the beginning of the delay. If the Seller is the affected party, the Seller shall take all reasonable action, including, but not limited to, utilising temporary production facilities or a temporary workplace, or moving existing tooling to third party production facilities in order to ensure that the supply of product meets the requirements of this order. During the period of such delay or failure to perform by the Seller, Overview Ltd may purchase goods from other sources and reduce its schedule to the Seller by such quantities without any liability. If requested by Overview Ltd, the Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or the Seller does not provide adequate assurances that the delay will cease within thirty (30) days, Overview Ltd may immediately cancel the Purchase Order without liability.

## **13. LABOUR DISPUTES/ INVENTORY.**

The Seller will notify Overview Ltd immediately of any actual or potential labour dispute delaying or threatening to delay the timely performance of any open purchase order. If requested by Overview Ltd, the Seller will establish, at the Seller's expense, a 30-day inventory of finished goods, at a site mutually agreed upon with Overview Ltd.

## **14. PATTERNS, TOOLS, AND EQUIPMENT.**

- 14.1. Overview Ltd shall have title to and the right of immediate possession of any pattern, tools, jigs, dies, equipment or materials furnished or paid for by Overview Ltd, and the Seller shall not use such tooling while in its possession for any work other than that of Overview Ltd.
- 14.2. In the event that the Seller purchases such tooling with Overview Ltd funds or is reimbursed by Overview Ltd, the Seller shall execute a Bill of Sale and any and all other documents necessary to transfer title free and clear of any liens to Overview Ltd. While in the Seller's possession, such property shall be held by the Seller as a bailee and shall be maintained in good and usable condition at no further cost to Overview Ltd.
- 14.3. The Seller shall maintain and administer a program for the maintenance, repair and preservation of such property, and appropriate identification of its ownership in accordance with sound industrial practice. When requested, the Seller shall furnish inventory schedules on the property, or return the property to Overview Ltd in the condition in which it was received, except for reasonable wear and tear and consumption in the normal performance of work for Overview Ltd.
- 14.4. Any material furnished by the Seller and paid for by or charged to Overview Ltd shall be owned by Overview Ltd and held by the Seller as a bailee and the Seller shall assume the risk for any damage or loss thereto.
- 14.5. The Seller shall indemnify and hold Overview Ltd, its agents and employees, harmless against all claims, demands, liabilities, costs and expenses, based upon or arising out of the use, storage or handling of the equipment and/or tooling until returned to Overview Ltd's possession.
- 14.6. The Seller shall sign, or hereby authorises Overview Ltd to sign on its behalf, any documents deemed reasonably necessary by Overview Ltd, to be filed with Government, State or local officials to record Overview Ltd title and interest in any patterns, tools, jigs, dies, equipment or materials furnished or paid for by Overview Ltd.

## **15. NON-DISCLOSURE OF INFORMATION, DESIGNS AND DATA.**

- 15.1. The Seller shall keep confidential, during the existence of the Purchase order as well as for a period of five (5) years after, the features of any equipment, tooling, patterns, designs, drawings, processes, engineering and business data and other technical and proprietary information (without limitation), furnished by Overview Ltd and use such items only in production of supplies under Purchase Orders from Overview Ltd, unless Overview Ltd's written consent is first obtained.
- 15.2. Upon termination or completion of the Purchase Order, the Seller shall return all such items to or make other disposition of as directed by Overview Ltd.

## 16. INTELLECTUAL PROPERTY.

- 16.1. Seller warrants that any materials, supplies or other goods furnished by the Seller or its affiliates to Overview Ltd (except such goods as are manufactured by the Seller strictly as per Overview Ltd specifications and designs) will not infringe any UK or foreign patent, trademark, copyright, or mask work right by reason of their manufacture, use or sale, and will not misuse or misappropriate any trade secret.
- 16.2. The Seller agrees to:
  - 16.2.1. indemnify, defend, and hold harmless Overview Ltd, its agents, employees, successors and customers against all such claims, demands, losses, suits, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any UK or foreign patent, trademark, copyright, or mask work right by reason of the manufacture, use, or sale of the goods or services Purchase Ordered (except such goods or services as are manufactured by the Seller as per Overview Ltd's specifications and designs), including infringement arising out of compliance with specifications furnished by Overview Ltd, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from the Seller's actions,
  - 16.2.2. waive any claim against Overview Ltd under the Uniform Commercial Code or otherwise, including any copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Overview Ltd,
  - 16.2.3. grant to Overview Ltd a worldwide, non-exclusive, royalty-free, irrevocable license to repair and have repaired, to reconstruct and have reconstructed, the goods ordered by the Purchase Order.
- 16.3. The Seller assigns to Overview Ltd all right, title and interest in and to all trademarks, copyrights and mask work rights in any material created for Overview Ltd under the Purchase Order.

## 17. INDEMNIFICATION AND INSURANCE.

- 17.1. The Seller shall indemnify, defend, and hold harmless Overview Ltd, its agents, employees, customers, and users of its and their products against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, resulting from the death or injury to any person or damage to any property arising out of or in any way connected with the performance of this contract by the Seller or the goods provided hereunder, or with respect to matters and allegations that the goods are defective, unfit or unsafe, or that the goods do not meet applicable laws or regulations, even if the loss results from the concurrent or partial negligence of Overview Ltd.
- 17.2. At Overview Ltd's request, the Seller shall defend such claims or suits at the Seller's expense by reputable counsel satisfactory to Overview Ltd.
- 17.3. The Seller shall, at its expense, maintain insurance coverage in amounts satisfactory to Overview Ltd for Workers' Compensation, Employer's Liability and Comprehensive General Bodily Injury and Property Damage or similar insurance policy as may be available locally. The Seller shall furnish Overview Ltd with certificates setting forth the amounts of coverage, policy number(s) and expiration date(s).

## 18. TECHNICAL INFORMATION.

The Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that the Seller has disclosed or may hereafter disclose to Overview Ltd in connection with the goods or services covered by the Purchase Order.

## 19. COMPLIANCE.

- 19.1. In providing goods or services hereunder, the Seller will comply with any and all applicable local and foreign laws and Regulations.
- 19.2. The Seller represents that it is in compliance with all local laws, rules, and regulations relating to equal employment opportunity and affirmative action in the employment of minorities, women, individuals with disabilities. All such laws, rules, and regulations are incorporated herein by reference and Seller agrees not to discriminate against any employee or applicant for employment because of age, race, colour, religion, sex, national origin, or physical/mental disability that is not related to the performance of the specific position.

- 19.3. Seller will indemnify, defend, and hold harmless Overview Ltd, its agents, employees, customers, and users of its goods against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, resulting from or arising out of any failure of the Seller or the Seller's employees, agents, and subcontractors to comply with any applicable laws and regulations.
- 19.4. The Seller agrees to provide all information necessary for Overview Ltd to comply with all applicable laws, regulations and related legal reporting obligations in the country (ies) of destination. The Seller agrees to provide all documentation and/or electronic transaction records to allow Overview Ltd to meet customs related obligations, any local content/origin requirements, and to obtain all tariff and trade program duty avoidance(s) and/or refund benefits, where applicable.
- 19.5. The Seller agrees to assume, and to indemnify Overview Ltd against, any and all financial responsibility arising from the Seller's failure to comply with these requirements and/or to supply Overview Ltd with the information required to meet legal reporting obligations, including, without limitation, any fines, penalties, forfeitures, or counsel fees incurred or imposed as a result of actions taken by the importing country's government.
- 19.6. The Seller shall use mandatory and/or commercially reasonable efforts to ensure that all goods supplied to Overview Ltd and the processes used to make them shall minimise life cycle environmental impact including, but not limited to, minimising waste generation, the use of energy, the containment and safe disposal of pollutants in compliance with UK RoHS and REACH legislation and any local environmental requirements applicable at the point of delivery.
- 19.7. The Seller shall comply with the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act concerning conflict minerals, which includes Tin, Tantalum, Tungsten and Gold originating from the Democratic Republic of Congo (DRC) or adjoining countries.
- 19.8. It is an offence under UK law to commit, facilitate or knowingly aid, abet, counsel or procure tax evasion by either an individual or an entity whether in the UK or overseas. The seller will comply with all UK and local laws, rules and regulations relating to the evasion of any tax, including indirect taxes, anywhere in the world.
- 19.9. The Seller shall comply with the Bureau of Industry and Security (BIS) Entity List and National Defense Authorization Act (NDAA) for sourcing electronic parts, products, or services.

## 20. ENVIRONMENTAL, HEALTH & SAFETY AND SOCIAL REQUIREMENTS.

- 20.1. Through our products, practices and people, Overview Ltd is helping to create a more sustainable world. We encourage ISO14001:2015 for all our Sellers. Sellers shall adhere to the principles of:
  - 20.1.1. Offering a safe work environment for employees
  - 20.1.2. Protection of the environment and pollution prevention
  - 20.1.3. Committing to continuous improvement in EHS performance
- 20.2. Seller should implement Management Systems that identify, document and address operational risks to the environment and employee health and safety. These EHS Management Systems should include identification of key EHS risks and impacts, development of operational controls to address the risks and minimize the impacts and preparation of response plans to address emergencies.
- 20.3. The Seller shall adhere to legal requirements for EHS (local, state, provincial, and federal) in all jurisdictions in which they operate. The Seller hereby agrees to comply with all local, state and federal laws, regulations, ordinances, and other legal requirements in the manufacture and delivery of the products. The Seller agrees to furnish Overview Ltd with sufficient warning and notice in writing (including appropriate labels on products, containers, and packing) of any hazardous material which is an ingredient or a part of any of the products, together with such special handling instructions, as may be necessary to advise carriers, Overview Ltd and their respective employees of how to exercise that measure of care and precautions which will best prevent bodily injury or property damage in the handling, transportation, processing use or disposal of products, containers and packing to Overview Ltd. In the event the products would contain any chemicals or materials that would result in Overview Ltd violating its environmental policies or contain any Lead, CFCs or any other acutely hazardous materials or chemicals, Overview Ltd reserves the right to terminate the Purchase Order.
- 20.4. The Seller shall generate a material declaration to ensure that product meets with compliance standards as specified by Overview Ltd and applicable Laws.
- 20.5. For certain Products as specified by Overview Ltd, the Seller shall provide Overview Ltd with either test data or Certificates of Compliance for any products produced by the Seller demonstrating compliance with the Specifications and revision levels provided by Overview Ltd. This documentation will accompany each shipment to Overview Ltd.