

General Terms of Purchase

1 APPLICABILITY

These General Terms of Purchase (the “**Terms**”) shall, except as and with the modifications explicitly agreed in writing, apply to and form part of an agreement if: (a) the Terms have been referenced in the agreement or in any quotation, order, order confirmation or other correspondence leading up to the agreement; or (b) the agreement concerns supply of goods, software and/or services to Milkrite|Interpuls, Inc. and the Terms have previously been applied to any agreement between Supplier and Milkrite|Interpuls, Inc.. Terms stipulated by Supplier shall apply only insofar as Customer has expressly agreed to them in writing. In case of conflicts between different parts of the Contract, the Order Document shall prevail over other parts and these Terms shall have prevails over all parts except the Order Document.

2 DEFINITIONS

The following definitions apply in these Terms when the defined term is used with initial capital letter:

“**Contract**” means an individual agreement to which these Terms apply.

“**Customer**” means Milkrite|Interpuls, Inc. identified in the Order Document.

“**Order Document**” means the purchase order or contract form executed by Customer to confirm the Contract.

“**Results**” means all intellectual property, information (e.g. data) and intellectual property rights made or generated by or in connection with (a) any service provided under the Contract or (b) the use of any software or goods supplied under the Contract.

“**Subscription**” means a continuous or periodic provision of goods and/or services against periodic fees (such as the provision of routine maintenance services).

“**Supplier**” means the seller/service provider identified in the Contract.

3 CONTRACT FORMATION

If an Order Document is issued unilaterally by Customer, a Contract is made when Supplier confirms or acts in accordance with the order. Customer is entitled to withdraw the Order Document until the Contract is made.

Unless otherwise specified in the Contract, all efforts and deliveries made by Supplier before a Contract is made, including any sale and tendering efforts, shall be free of charge.

4 DELIVERY AND SCOPE

With regard to goods and software that are to be supplied under the Contract, terms of delivery are DDP Customer's premises (INCOTERMS 2010), unless otherwise agreed. Unless otherwise agreed, partial delivery is not allowed without written authorization from the Customer.

Customer has the right to request changes in the scope or specification of the supply under the Contract, upon which Supplier shall, without delay and at its own cost, specify the effects the change would have on prices and delivery dates. Supplier may decline a change request only if the requested change clearly falls outside the scope of what Supplier could reasonably have expected at the entry into the Contract.

5 PRICE AND PAYMENT

Customer shall pay to Supplier the prices specified in the Order Document. Unless otherwise specified in the Order Document, the price excludes value added tax (which, if applicable, shall be payable by Customer) but include all costs associated with the supply of the applicable goods, software and/or services (e.g. delivery, packaging and labelling).

Unless otherwise specified in the Order Document, Supplier shall invoice at delivery, except that Subscriptions shall be invoiced monthly in arrears. Each invoice must specify the applicable Order Document and Customer reference and be prepared in accordance with applicable laws and regulations and Customer's reasonable instructions (e.g. any instruction to submit invoices electronically through a procurement system designated by Customer).

Customer shall, unless otherwise specified in the Order Document, pay each undisputed and proper invoice within 60 calendar days of the date of the invoice.

6 WARRANTIES

Supplier warrants that the goods, software and/or services that are, or are to be, supplied under the Contract shall:

- be supplied in a professional and workmanlike manner at or within the agreed dates or lead times (or, if no date or lead time have been agreed, promptly after the applicable order);
- be fit for their intended purposes and be free from defects in design, materials and workmanship;
- comply with and be capable of providing the features and functions described in any relevant documentation or specification that is publicly available or have specifically been made available to or by Customer;
- not contain any part (e.g. any computer code) that is intentionally designed with the ability to damage, interfere with, disable or otherwise adversely affect any software, information or property; and
- comply with and be supplied in compliance with applicable laws and regulations (e.g., as applicable, CE, UL/CSA, CCC, RoHS and REACH requirements) and not infringe any rights (e.g. any intellectual property rights) of any third party.

Customer shall notify breaches of the above warranties within the applicable warranty period set out in the Contract or, if no such period is specified: (a) in respect of construction work, no later than 5 years of acceptance of the work and (b) in respect of other goods, software and/or services, no later than 2 years of delivery. Following such notification, Supplier shall promptly rectify the relevant breach at its own expense, without prejudice to any other remedy or right that Customer may be entitled to under the Contract or applicable law.

7 LIMITATIONS OF LIABILITY

Neither party shall not be liable under or in connection with the Contract for indirect or consequential loss or damage. However, nothing in these Terms or any other part of the Contract shall limit or exclude liability for breach of any obligation relating to confidentiality, data protection or intellectual property, for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, for loss or damage caused intentionally (willful misconduct) or with reckless disregard for the consequences of its acts (gross negligence), or for any other liability that may not be so limited or excluded under applicable law.

8 TERMINATION OF SUBSCRIPTIONS

Each of Supplier and Customer has the right, at any time, to terminate any Subscription under the Contract without cause upon no less than 1 month's written notice to the other party.

9 SUB-CONTRACTING

Unless otherwise specified in the Contract, Supplier may not, without Customer's prior written consent, appoint sub-contractors for the performance of its obligations under the Contract.

10 ETHICS & SUSTAINABILITY

Supplier shall avoid, or reduce to a minimum, any negative environmental effects and shall use its reasonable commercial efforts to when possible use packaging material suitable for recycling or reutilization. Without limiting the foregoing, Supplier shall also take such precautions and institute such procedures as to assure that the standards according to ISO 14001 (or any equivalent standard as a minimum requirement) are met in the production and otherwise.

11 INTELLECTUAL PROPERTY

Unless otherwise specified in the Contract, each of Customer and Supplier retains all rights, titles and interests in and to all intellectual property, information and intellectual property rights made, generated or acquired by the party (or, as applicable, its affiliates or licensors) before the entry into the Contract or independently of the Contract.

Supplier shall not, without the prior written consent of Customer, use any intellectual property of Milkrite|Interpuls, Inc. (including Milkrite|Interpuls name or logotype) for any other purpose than the good faith performance of its obligations under the Contract.

Except as specifically set out in the Contract, Customer shall own all rights, titles and interests in and to all Results. Supplier hereby assigns all such rights, titles and interests to Customer and undertakes to execute all documents and do all acts reasonably requested by Customer to secure and enforce any such right, title or interest. For the avoidance of doubt, Customer shall have unrestricted ownership rights in respect of the Results, including without limitation the right to modify, combine and create derivative works of the Results and to transfer the rights, titles and interests in and to the Results to any third party.

Except where separate terms explicitly applies according to the Contract, Milkrite|Interpuls, Inc. shall have a perpetual, royalty free, transferrable, sub-licensable and worldwide license use and reproduce any software supplied under the Contract for Milkrite|Interpuls, Inc.'s operations. To the extent any source code have been provided with the software, Milkrite|Interpuls, Inc. shall also have the right to modify, and create derivative works of the software. Milkrite|Interpuls, Inc. may allow its employees, representatives, contractors and agents to exploit the aforementioned rights on its behalf.

12 CONFIDENTIALITY

Supplier must not, without the prior written consent of Customer, use any Result or any information disclosed to, generated by or otherwise obtained by Supplier under or in connection with the preparation or performance of the Contract other than for the performance of its obligations under the Contract and must not disclose such information to any third party. This confidentiality obligation shall, however, not apply to the extent Supplier shows that the information: (a) is in the public domain through no fault of Supplier; (b) has been lawfully and without restrictions developed or obtained by Supplier wholly independently of the Contract; or (c) is required to be disclosed by applicable law or regulation or by order of any competent body or authority (in which case Supplier shall promptly notify Customer and allow Customer a reasonable time to oppose such disclosure).

This section (Confidentiality) shall survive termination or expiry of the Contract for whatever reason and shall remain in force for 5 years from the date of termination or expiry.

13 DATA AND PRIVACY

Customer may collect, use and further process data relating to Supplier and disclose the data for use and further processing by Milkrite|Interpuls, Inc.. The processing of data in connection with Milkrite|Interpuls, Inc.'s sourcing and collaboration is further described in the data and privacy statements.

14 SEVERABILITY

If any provision of the Contract is found to be invalid or unenforceable, the remaining provisions shall remain effective and such provision shall be replaced with another provision consistent with the purpose and intent of the Contract.

15 APPLICABLE LAW AND DISPUTES

The Contract is governed by and shall be construed and interpreted in accordance with the laws of the country (and, if applicable, state) of the principal place of business of Customer. The courts at the seat of Customer will have jurisdiction to settle any dispute, controversy or claim arising out of or in connection with the Contract. Notwithstanding the above, Customer is always entitled to petition courts and authorities at the seat of Supplier.

16 SAFETY AND COMPLIANCE WITH LAWS

In the performance of the services, Supplier shall comply with all federal, state and local laws, regulations and ordinances, including but not limited to the Federal Occupational Safety and Health Act of 1970, as amended, and safety standards promulgated thereto, and with all applicable laws, regulations, ordinances, executive orders and rules with regard to discrimination as to age, race, color, religious creed, sex, ancestry or nation origin, physical or mental disability and veteran status. Without limiting the foregoing, Seller shall further ensure that all of its employees and its sub-contractor's employee are properly trained to safely perform the services and that they utilize proper personal protection equipment and that they comply with all safety instructions provided in writing or verbally by Customer.

17 INDEMNIFICATION

"Customer's Indemnities" shall mean, collectively, Customer, any other members of Milkrite|Interpuls, Inc., and their respective directors, officers, employees, and agents. "Claims" shall mean, collectively, any and all claims, actions, suits, fines, penalties, and demands (including but not limited to claims of strict liability, negligence, fault imposed by statutes, rules or regulations, breach of contract and breach of warranty) for any liabilities, damages, judgments, awards, costs and expenses of every character whatsoever (including reasonable attorney's fees), whether or not the Claim has merit.

To the maximum extent allowable by law, Supplier expressly agrees to indemnify, defend and hold harmless Customer's Indemnitees from and against any and all Claims on account of any loss or damage to property or bodily injuries or disease to persons, including death, made by Supplier or any of its subcontractors or any employee, agent or invitee of Supplier of any of its subcontractors arising out of Supplier's performance of the Order. Supplier shall further indemnify, defend and hold harmless Customer's Indemnitees from and against any and all Claims made by any other person or persons on account of damage to property or bodily injuries, including death, arising out of the act or omission on the part of Supplier or any of its subcontractors or any employee, agent of invitee of Supplier or any of its subcontractors. Notwithstanding the foregoing, Supplier shall not be required to indemnify and hold harmless Customer's Indemnitees to the extent that any Claim is caused by the negligence or intentional misconduct of Customer's Indemnitees; provided however that the condition or operation of Customer's Indemnitees' production and manufacturing facilities in the normal course of Customer's Indemnitees' business shall be deemed not to be negligence or intentional misconduct.

