



GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Purpose of Agreement; Applicability.

1.1 These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the goods (“**Goods**”) and services (“**Services**”) by **Sediver USA, Inc. (“Sediver”)** from the seller named on the Order (“**Seller**”). Sediver and Seller are each a “**Party**” and together the “**Parties**.” Notwithstanding anything herein to the contrary, if Sediver executes a written with contract Seller specifically the sale of the Goods and/or provision of the Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with this Agreement. This Agreement applies to any repaired or replacement Goods or Services provided by Seller hereunder. Sediver is not obligated to any minimum purchase or future purchase obligations in connection with any Order.

1.2 Each purchase order (“**Order**”) issued hereunder and these Terms (collectively, the “**Agreement**”) comprises the entire agreement between the Parties with the subject matter thereof, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller’s general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller’s acceptance to the terms of this Agreement. Fulfillment of or other performance under an Order constitutes acceptance of these Terms. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each Party.

1.3 Sediver shall issue Orders to Seller in written form or email. Each Order is an offer by Sediver to purchase the Goods and/or Services from the Seller in accordance with and subject to these Terms and the terms and conditions further stated on the Order. Seller shall confirm to Sediver via email the acceptance of each Order issued (each, a “**Confirmation**”) within three (3) business days following Seller’s receipt thereof (“**Confirmation Period**”). The Order is not binding on Sediver until Seller issues a Confirmation. Sediver may withdraw any Order prior to Seller’s acceptance thereof. If Seller fails to issue a Confirmation (or inform the Sediver in writing that it has commenced performance) within the Confirmation Period, Seller will be deemed to have rejected the Order.

2. Delivery of Goods and Performance of Services.

2.1 Seller shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the Parties (the “**Delivery Date**”). If no delivery date is specified, Seller shall deliver the Goods within thirty (30) days of Seller’s Confirmation of the Order (such date shall be considered the Delivery Date). If Seller fails to deliver the Goods in full on the Delivery Date, Sediver may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Sediver against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date. Sediver has the right, but no the obligation, to reject or return any Goods delivered prior to the Delivery Date at Seller’s expense, in which case Seller shall redeliver such Goods on the Delivery Date.

2.2 Seller shall deliver all Goods to the address specified in the Order (the “**Delivery Point**”) during Sediver’s normal business hours or as otherwise instructed by Sediver. Seller shall pack all Goods for shipment according to Sediver’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Sediver is not obligated to return packaging material unless Seller notifies Sediver in writing in advance of such requirement. Any such return of packaging material shall be made at Seller’s risk of loss and expense. Where specific installation or delivery instructions or procedures are required, they shall be as set forth in an Order.



2.3 Seller shall provide the Services to Sediver as described and in accordance with the dates or schedule set forth on the Order and in accordance with these Terms. Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

2.4 Sediver may, prior to Seller's shipment of the Goods, elect to postpone the Delivery Date for a certain Order in whole or in part, by up to three (3) months, in which case the cost of storage of the Goods shall be borne by Seller. If the Delivery Date must be postponed by more than three (3) months, Seller's obligation to store the Goods continues, but Sediver agrees to pay Seller an amount equal to one ten-thousandth (1/10,000) of the Order price per day for each day after such three (3) month period in exchange for such storage.

3. Supplier Compliance; Audit.

3.1 At any time that these Terms are in effect with respect to any Order, on five (5) business days' notice and during regular business hours, Seller shall permit Buyer or its representatives to inspect and audit all premises, procedures, and documentation related to the Goods and/or Services to be provided under such Order.

3.2 Seller represents and warrants that it will strictly comply with Sediver's Code of Conduct (available at <http://www.seves.com/compliance.html>) and adhere to all obligations therein, including without limitation to: (a) comply with all applicable local, national, and international laws and regulations (and especially Legislative Decree 231/2001); (b) tolerate no form of and not to engage in any form corruption and bribery; (c) respect the human rights of its employees, in particular to promote equal opportunities for and treatments of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation political or religious conviction, sex, or age; (d) tolerate no form of and not to engage in any form forbidden child and forced labor; (e) act in accordance with the applicable statutory requirements regarding environmental protection; (f) take responsibility for the health and safety of its employees; and (g) adhere to existing laws that uphold and promote competition, in particular prevailing antitrust laws.

4. Price. The price of the Goods and Services is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees, and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Sediver.

5. Quantity. Seller shall deliver the Goods in the quantity specified on the Order. In the event that Seller delivers a quantity of Goods that is different than the prescribed quantity, Sediver may reject all (or, where applicable, may reject any excess Goods). Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Seller delivers Goods at a reduced quantity, Sediver may elect to reject the entire delivery or accept the portion that was delivered, provided that, in addition to all other rights and remedies available to Sediver, Sediver may (a) purchase substitute Goods from other sources without liability to Seller, and Seller shall reimburse Sediver for any additional costs to Sediver of obtaining the substitute Goods, or (b) require Seller to procure for Sediver Goods from other sources in quantities and at a time requested by Sediver and at no additional cost to Sediver.

6. Shipping Terms; Title and Risk of Loss. Delivery shall be made FOB Delivery Point, or as otherwise indicated on the Order if applicable. The Order number must appear on all parcels, shipping documents, shipping labels, correspondence and any other documents pertaining to the Order to facilitate Sediver's identification of the shipment upon receipt. Additional requirements for shipment, packaging, delivery, or other aspects of the Order shall be as set forth on the Order.



Title and risk of loss passes to Sediver upon delivery of the Goods at the Delivery Point. Until such point, Seller bears all liability and risk of loss or damage to the Goods.

7. Inspection and Rejection of Nonconforming Goods. Sediver has the right to inspect the Goods on or after the Delivery Date. Sediver, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Sediver rejects any portion of the Goods, Sediver has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require prompt replacement of the rejected Goods. If Sediver requires replacement of the Goods, Seller shall, at its expense, within thirty (30) days replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Sediver may, in addition to all other rights and remedies available to Sediver, purchase substitute Goods from other sources without liability to Seller and Seller shall reimburse Sediver for any additional costs to Sediver of obtaining the substitute Goods, and terminate this Agreement for cause pursuant to Section 17. Any inspection or other action by Sediver under this Section 7 shall not reduce or otherwise affect Seller's obligations under the Agreement, and Sediver shall have the right to conduct further inspections after Seller has carried out its remedial actions. Where applicable, the Order may specify additional terms regarding the inspection of Goods, including without limitation any requirements Sediver has regarding the inspection of Goods at Seller's facility, prior to shipment.

8. Liquidated Damages for Late Delivery of Goods. If the Seller fails to deliver the Goods by the Delivery Date ("**Seller Timely Delivery Breach**"), the Seller shall pay to the Sediver an amount equal to 0.5% of the Purchase Price of the Goods for each day a Seller Timely Delivery Breach continues (the "**Liquidated Damages**"). The Parties intend that the Liquidated Damages constitute compensation, and not a penalty. The Parties acknowledge and agree that the Sediver's harm caused by a Seller Timely Delivery Breach would be impossible or very difficult to accurately estimate at the time of contract, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Seller Timely Delivery Breach. The Seller's payment of the Liquidated Damages is the Seller's sole liability and Sediver's exclusive remedy for a Seller Timely Delivery Breach.

9. Payment Terms. Unless specified otherwise on an Order, Seller shall issue an invoice to Sediver on or any time after the completion of delivery and only in accordance with these Terms. Every delivery shall be invoiced through certified mail unless permitted by Sediver otherwise in writing. The invoice must specify the Order number. Sediver shall pay all properly invoiced undisputed amounts due to Seller within sixty (60) days after Sediver's receipt of such invoice, except for any amounts disputed by Sediver in good faith. Without prejudice to any other right or remedy it may have, Sediver reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Sediver to Seller. In the event of a payment dispute, the Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

10. Sub-contracting. Seller shall obtain Sediver's written consent, which may be given or withheld in Sediver's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to perform any obligations hereunder (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Sediver's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and representatives and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Sediver and any Seller subcontractor or supplier (including Permitted Subcontractors). Seller shall further require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Sediver's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Sediver. Seller shall require that all Permitted Subcontractors agree



to comply with all terms of this Agreement, and that Sediver may exercise any of its rights with respect to Permitted Subcontractors in the same manner and to the same extent as Sediver's rights with respect to Seller (including, by way of example and without limitation, requiring that Permitted Subcontractors agree to the terms of Section 3).

11. Seller's Obligations Regarding Services. Seller shall:

11.1 before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

11.2 comply with all rules, regulations and policies of Sediver, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Sediver to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

11.3 maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Sediver shall approve. During the term of this Agreement and for a period of two (2) years thereafter, upon Sediver's written request, Seller shall allow Sediver to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

11.4 ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

11.5 ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Sediver; and

11.6 keep and maintain any Sediver equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Sediver's written instructions or authorization.

11.7 Additional terms regarding certain Services may be specified in an Order, including without limitation acceptance criteria and project milestones.

12. Warranties.

12.1 Seller warrants to Sediver that all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications where specified by Sediver or otherwise provided by Seller in connection with Sediver's purchase of the same; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Sediver;

12.2 Seller warrants to Sediver that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

12.3 The warranties set forth in this Section 12 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Sediver's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Sediver gives Seller notice of noncompliance pursuant to this Section 12, Seller shall, at its own cost and expense, within thirty (30) days (a) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to Sediver, and, if applicable, (b) correct or re-perform the applicable Services.

13. Indemnification. Seller shall defend, indemnify and hold harmless Sediver its, affiliates, successors or assigns and their respective directors, officers, shareholders and employees] (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with (a) the Goods and Services purchased from Seller, (b) any claim of loss or damage resulting from the Goods or Services and the use thereof, (c) any breach by Seller of this Agreement, (d) any claim that Sediver's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party; or (e) Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Sediver's prior written consent.

14. Insurance. During the term of this Agreement and for a period of two (2) years thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 USD with financially sound and reputable insurers. Upon Sediver's request, Seller shall provide Sediver with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Sediver as an additional insured. Seller shall provide Sediver with one hundred twenty (120) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Sediver's insurers and Sediver.

15. Cumulative Remedies. All rights and remedies provided in this Agreement 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, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that right to Liquidated Damages is the exclusive remedy specifically for late deliveries as stated in Section 8.

16. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Sediver may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

17. Termination. In addition to any remedies that may be provided under these Terms, Sediver may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's completion of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Sediver may terminate this Agreement upon written notice to Seller. If Sediver terminates the Agreement for any reason, Seller's



sole and exclusive remedy is payment for the conforming Goods received and accepted and Services accepted by Sediver prior to the termination.

18. Waiver; Severability. No waiver by Sediver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Sediver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Confidential Information. All non-public, confidential or proprietary information of Sediver, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Sediver to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement, either before or after execution of any Order, is confidential information of Sediver ("Confidential Information"). Seller may use Sediver Confidential Information solely for the purpose of performing under this Agreement. Seller shall safeguard and protect all Sediver Confidential Information against unauthorized disclosure using at least the level of care it uses to protect its own information, but no less than a reasonable standard of care. Confidential Information may not be disclosed or copied unless authorized in advance by Sediver in writing. Upon Sediver's request, Seller shall promptly return or destroy all documents and other materials received from Sediver or otherwise containing any Sediver Confidential Information. Sediver shall be entitled to injunctive relief for any violation of this Section 19.

20. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation under this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 20, the other Party may thereafter terminate this Agreement.

21. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Sediver. Any purported assignment or delegation in violation of this Section 21 shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Sediver may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Sediver's assets.

22. Relationship of the Parties; No Third-Party Beneficiaries. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. This Agreement is for the sole



benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Publicity. Seller shall not publicize or disclose the existence of this Agreement or any Order made thereunder, or the business relationship between the Parties, without the prior written consent of Sediver, which may be granted in its sole discretion. This includes, but is not limited to, advertising or presenting displays of any Goods provided to Sediver or any photos of the same at trade exhibitions, in catalogues, on websites, or otherwise.

24. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to its principles of conflicts of laws. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the state and federal courts located in the State of Arkansas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

25. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 25.

26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Section 12 (Warranties); Section 13 (Indemnification); Section 14 (Insurance); Section 15 (Cumulative Remedies); Section 16 (Compliance with Law); Section 17 (Termination); Section 19 (Confidential Information); Section 24 (Governing Law; Jurisdiction); Section 26 (Survival).