

**TERMS AND CONDITIONS OF SALE OF
SPIROL SDN. BHD.**

These Terms and Conditions of Sale of SPIROL Sdn. Bhd. (these "Terms") and each order acknowledgment (each an "Order Acknowledgment"), each invoice (each an "Invoice"), each commercial proposal (each a "Commercial Proposal"), and each other document expressly acknowledged by SPIROL Sdn. Bhd. and/or any applicable affiliate or subsidiary thereof (each such entity, individually and collectively "SPIROL") in connection with the purchase of any goods and/or Services (as defined herein) are collectively referred to herein as the "Contract". The Contract constitutes the only terms that govern the sale of goods and/or Services from SPIROL to the individual or entity purchasing such goods or Services (such individual or entity, the "Buyer"). The Contract comprises the entire agreement between Buyer and SPIROL, and expressly supersedes (a) Buyer's terms and conditions of purchase, regardless of whether or when Buyer has submitted its purchase order or any other document containing such terms to SPIROL, and (b) all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and/or oral. Any attempt by Buyer to alter the Contract by any additional or different terms, counter offer, conditional acceptance, or otherwise shall be void and of no effect. SPIROL expressly rejects all of Buyer's terms and conditions of purchase, and SPIROL's fulfillment of Buyer's order or goods and/or Services does not constitute acceptance by SPIROL of any of Buyer's terms and conditions or serve to modify or amend the Contract. The Contract shall be deemed accepted by Buyer, unless written notice to the contrary is received by SPIROL in writing within three (3) business days of delivery of the Order Acknowledgment and any changes to the Contract are thereafter expressly accepted in a writing duly executed by SPIROL and Buyer. These Terms are expressly incorporated into each document constituting the Contract.

SERVICES: To the extent that SPIROL provides Buyer with any kind of consultation, engineering, application assistance or other services in connection with a purchase of goods or otherwise (collectively, "Services"), (a) SPIROL represents and warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and (b) Buyer expressly, knowingly, and voluntarily acknowledges and agrees that (i) any recommendations, suggestions, proposals, and/or potential plans as to the best practices in the testing and usage of SPIROL's goods provided by SPIROL in connection with its provision of any Services or otherwise (collectively, "Recommendations") are subject to SPIROL's approval based on Buyer's own testing and final approval and that such Recommendations shall not in any manner affect or expand any limited warranty set forth herein, including, without limitation, as set forth in subsection (a) above, (ii) SPIROL shall have no liability or responsibility whatsoever for (A) any such Recommendations and/or (B) the results of Buyer's decision to elect to proceed with or forgo the Recommendations, and (iii) its sole and exclusive remedy and SPIROL's entire liability for any breach of the limited warranty set forth in subsection (a) above shall be a one (1) time remedial performance by SPIROL of the applicable Services and Buyer expressly, knowingly, voluntarily, unconditionally, and irrevocably waives all other remedies available to it at law or in equity. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS PARAGRAPH, SPIROL HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES.

TOOLING: Buyer expressly, knowingly, and voluntarily acknowledges and agrees that SPIROL is and shall remain, the sole and exclusive owner of all right, title, and interest in and to any tools, equipment, and fixtures required, purchased, or created to produce a good, part or other product for or on behalf of Buyer.



PRICES: All prices quoted in the Contract are contingent on EXW (Incoterms 2020) SPIROL's address as set forth on the Commercial Proposal or otherwise designated by SPIROL in writing (such address, the "SPIROL Shipping Location") and are exclusive of all sales taxes or any other taxes and shipping charges or any other delivery charges, unless otherwise expressly specified on the applicable Invoice. Buyer expressly, knowingly, and voluntarily acknowledges and agrees that SPIROL has and reserves the right at its election and in its sole judgment to increase the price of any good at any time, including, without limitation, as a result of (a) an increase in the cost of raw materials, parts, or any other components required to manufacture the goods and/or (b) any delay in the shipment of all or any part of an order by Buyer. Buyer acknowledges that each price of a good and/or Service being offered for sale by SPIROL may be subject to Buyer's satisfaction of certain conditions with respect to the quantity of a good or goods purchased and shipped within a specific time period set forth in the applicable Commercial Proposal or elsewhere in the Contract (such conditions, "Sales Conditions"). If Buyer fails to meet any or all Sales Conditions, SPIROL has and reserves the right to require Buyer to, and Buyer shall, at the election of SPIROL in SPIROL's sole judgment, either (c) pay retroactive price adjustments determined by SPIROL in its sole judgment or (d) satisfy the Sales Conditions.

PAYMENT: Payment shall be net thirty (30) days after the date the Invoice is issued, unless otherwise expressly specified on the Commercial Proposal. SPIROL may issue an Invoice for goods ready for shipment even though shipment thereof may be delayed by Buyer. Under no circumstances will the thirty (30) day payment term set forth herein be construed to begin after the goods arrive at the Buyer's place of business or after the occurrence of any other event or contingency. Any amount received by SPIROL beyond the thirty (30) day payment term set forth herein or any other payment term stated on the applicable Order Acknowledgment is and shall be subject to interest equal to the lesser of eighteen percent (18%) per annum or the highest amount permitted by law, calculated daily from the day payment was due. Buyer shall also pay to SPIROL all reasonable attorney fees and/or other fees, costs, and expenses incurred in connection with its collection of any payment and/or enforcement of the Contract (including, without limitation, this provision), plus accrued interest, arising out of Buyer's failure to pay the price in whole or in part when due. For the avoidance of doubt, all bank charges arising out of payments made by Buyer to SPIROL, shall be borne solely by Buyer.

SECURITY FOR PAYMENT: Notwithstanding any delivery of, or passing of title in, any goods from SPIROL to Buyer, as collateral security for payment and performance of all of Buyer's obligations under the Contract, including, without limitation, payment in full of the purchase price for any goods and/or Services, interest, and all reasonable attorney fees, SPIROL shall have and Buyer, by taking delivery of the goods, pledges and grants to SPIROL a continuing first priority, or the highest available, lien on, and purchase money security interest in and to all of the right, title, and interest of the Buyer in and to the goods, wherever located, and the proceeds thereof (collectively, the "Security Interest"). SPIROL shall be entitled to repossess the goods upon demand at any time in the event of failure by Buyer to perform any of Buyer's obligations hereunder as determined by SPIROL in its sole judgment. Without prejudice to the

generality of the foregoing, by taking delivery of the goods, Buyer expressly, knowingly, unconditionally and irrevocably (a) authorizes SPIROL to prepare, transmit, and/or file any and all forms, agreements, documents and/or notices as SPIROL, in its sole judgment, may deem necessary or appropriate to evidence the Security Interest in such court, governmental office or other location as SPIROL may deem appropriate in its sole judgment and (b) consents thereto. Buyer, from time to time at the request of SPIROL at Buyer's sole cost and expense, shall furnish to SPIROL such further information or assurances, execute and do any other things, including but not limited to obtaining a bank guarantee for the benefit of SPIROL, as may be necessary or appropriate in the sole judgment of SPIROL to carry out the provisions of the Contract and give effect to the transactions contemplated hereby and thereby

CANCELLATION BY SPIROL: SPIROL reserves the right to terminate the Contract and/or cancel all or any part of any order from Buyer at any time if Buyer fails to pay any amount when due under or otherwise breaches the Contract or if in SPIROL's sole judgment, the financial condition of the Buyer warrants such action. Buyer expressly, knowingly, unconditionally and irrevocably authorizes its creditors to disclose to SPIROL information concerning Buyer's credit worthiness, upon SPIROL's request therefor.

ESTIMATED DELIVERY DATES: While SPIROL certainly recognizes that timely delivery of goods and equipment to Buyer is important to Buyer's business, it cannot guarantee any specific delivery time or date due to the variability of the manufacturing process. As such, any estimated delivery dates provided by SPIROL are approximations only and time shall not be of the essence for deliveries with respect to the Contract. Without limiting the generality of the foregoing, if any delivery is delayed, such estimated delivery dates shall be subject to review and approval by SPIROL. If, in SPIROL's sole judgment, delivery is delayed for an unreasonable period of time, SPIROL may cancel the applicable order by written notice to Buyer. In no event shall SPIROL be liable for consequential, indirect, incidental, special, or punitive damages or losses, loss of use, or for any other damages or losses caused by delays in delivery or any cancellation pursuant to this paragraph, the previous paragraph, or otherwise.

TITLE AND RISK: Title, risk and possession of the goods which are the subject of the Contract pass to Buyer on delivery in accordance with EXW (Incoterms 2020) SPIROL Shipping Location, or as otherwise specified in writing by SPIROL, subject in all respects to the Security Interest. If Buyer does not specify the applicable carrier and other shipping information necessary to complete any shipment of goods, SPIROL has and reserves the right to specify such information for all shipments at the sole cost and expense of Buyer.

LIMITED WARRANTY: SPIROL warrants that all goods and/or equipment sold by SPIROL to Buyer pursuant to the Contract shall be free from defects in workmanship and materials for the following period of time: (a) one (1) year from the date of shipment for goods other than equipment and (b) with respect to equipment, the first to occur of: (i) one thousand four hundred forty (1,440) hours of use of such equipment by Buyer for equipment or (ii) six (6) months from the date of shipment; provided, however, that, with respect to subsections (b)(i) and (b)(ii) above, Buyer uses such equipment in accordance with its intended and proper use. This warranty does not apply unless Buyer gives written notice of any defects within ten (10) days from the time when Buyer discovers or should have discovered the defect. Buyer acknowledges

and agrees that its sole and exclusive remedy and SPIROL's entire liability for any breach of the foregoing warranty shall be either (c) solely with respect to any components or equipment, the repair of such components or equipment by SPIROL or (d) solely with respect to any material or parts provided by SPIROL, at SPIROL's sole option, the replacement of such material or parts, in each case, EXW (Incoterms 2020) SPIROL Shipping Location, unless a different location is otherwise agreed to in writing, without any obligation of SPIROL for installation of the repaired or replacement material or parts and Buyer expressly, knowingly, unconditionally, and irrevocably waives all other remedies available to it at law or in equity. EXCEPT AS STATED IN THIS PARAGRAPH, SPIROL MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (X) WARRANTY OF MERCHANTABILITY, (Y) WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, AND/OR (Z) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE AND EACH OF THE FOREGOING ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATION OF DAMAGES AND LIMITATION OF LIABILITY: (a) IN NO EVENT SHALL SPIROL BE

LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES INCURRED BY BUYER AS THE RESULT OF ANY ACT, BREACH OR OMISSION BY SPIROL, EVEN THOUGH SPIROL MAY HAVE BEEN ON NOTICE THAT BUYER MAY INCUR SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, SPIROL WILL NOT BE LIABLE FOR BUYER'S LOST OF PROFITS, LOSS OF USE, DAMAGE TO EQUIPMENT OR PROPERTY, REDUCTION IN MANUFACTURING OUTPUT, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY OR REPUTATION, OR ANY DAMAGES ARISING FROM ANY BREACH OF THE CONTRACT BY SPIROL.

(b) Further, in no event whatsoever shall (i) SPIROL be responsible for any fees, costs, or expenses incurred by Buyer or any third party related to or arising out of or in connection with isolating any potentially hazardous good or component thereof, including, without limitation, with respect to the retrieving and disposing of any recalled items and (ii) SPIROL's aggregate liability to Buyer hereunder exceed \$15,000. The limitations of subsections (a) and (b), above, shall remain in full force and effect regardless of whether Buyer's sole and exclusive remedy fails of its essential purpose and regardless of the nature of Buyer's claims, be they based in contract, warranty, tort, product liability or otherwise, and expressly applies to any negligent acts or omissions of SPIROL.

INDEMNITY: Buyer (as "Indemnifying Party") shall indemnify, defend and hold harmless SPIROL and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by or asserted against an Indemnified Party, relating to, arising out of, and/or resulting from any third-party claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (each a "Claim") or any direct Claim against Indemnifying Party alleging (a) a breach or non-fulfillment of any representation, warranty or covenant under the Contract by Indemnifying Party or Indemnifying Party's personnel, (b) any negligent or more culpable act or omission of Indemnifying Party or its personnel (including any recklessness or willful misconduct) in connection with the performance of Contract and/or the transactions

contemplated hereby and thereby, and/or (c) any bodily injury, death of any Person or damage to real or tangible personal property caused by the willful or negligent acts or omissions of Indemnifying Party or its personnel.

FORCE MAJEURE: SPIROL will not be liable for any delays or losses resulting, directly or indirectly, from acts of God, flood, fire, earthquake, pandemic, epidemic, explosion, severe weather conditions, strikes, labor disputes, shortages or slowdowns, governmental actions, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes, blockades, tariffs, national or regional emergency, inability to obtain permits, licenses, raw materials or shipments of product, shortages or other industrial disturbances, and/or any other events, causes or circumstances beyond SPIROL's control.

CLAIMS AND ADJUSTMENTS: All goods, including, without limitation, any specially manufactured and/or customized goods, are not returnable without prior written authorization by SPIROL. No shortage claim or error in shipment will be adjusted unless reported in writing to SPIROL within ten (10) days of Buyer's receipt of goods.

TIME LIMITATION FOR ACTIONS AND CLAIMS: Subject to applicable law, any claim or cause of action with respect to this Contract must be commenced within one (1) year after the claim or cause of action accrues.

ARBITRATION: Any controversy or claim arising out of or relating to the Contract, or the goods or Services which are the subject hereof, shall be settled by arbitration by one (1) arbitrator in accordance with the AIAC Arbitration Rules for the time being in force of the Asian International Arbitration Centre ("AIAC") in Malaysia. The seat of arbitration shall be Malaysia and the language of arbitration shall be in English. The losing party in the arbitration shall pay the arbitrator's fees and costs of arbitration and shall pay the prevailing party's reasonable attorney's fees. The decision of the arbitrator shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

VENUE AND GOVERNING LAW: Subject to the foregoing provision, the parties irrevocably submit to the jurisdiction of the Courts of Malaysia and waive all objections and defenses to such jurisdiction. The Contract shall be governed by and construed in accordance with the laws of Malaysia.

AMENDMENT: Buyer expressly, knowingly, and voluntarily acknowledges and agrees that SPIROL has and reserves the right to change these terms at any time; provided, however, that once an Order Acknowledgment is issued with respect to an individual order for goods or Services, the Contract may only be modified by a writing signed by both parties.