

GENERAL PURCHASE CONDITIONS OF SANTON HOLLAND B.V.

These Conditions regard Santon Holland B.V. and Santon Circuit Breaker Services B.V., based in (3079 DX) Rotterdam, the Netherlands, at the address Hekendorpstraat nr. 69 and registered with the Dutch Chamber of Commerce under number 24078661 and 53115813 respectively.

Article 1 – Definitions

In these conditions the following terms shall have the following meanings:

- Santon: Santon Holland B.V. and Santon Circuit Breaker Services B.V.
- Contractor: anyone entering into an agreement with Santon or receiving or submitting an offer to enter into an agreement with Santon.
- Agreement: any agreement concluded between Santon and the Contractor with respect to the supply of movable property and/ or the performance of services, the contracting for work and any amendment or addition thereto.
- Services: any performance by the Contractor to execute the agreement.

Article 2 – Applicability

1. These conditions shall apply to all agreements (relating to requests for offers, or relating to offers or acceptance of offers) as referred to in these Conditions, all in the broadest sense.
2. Any general conditions of the Contractor, including additions to, or an extension of, these Conditions, shall not apply unless expressly accepted in writing by Santon.
3. These conditions shall also, after they have become part of any agreement between Santon and a Contractor, form part of agreements concluded afterwards between Santon and the Contractor, even if at the conclusion of the agreements concluded afterwards there has been no reference to the applicability of these Conditions unless the Parties have expressly agreed otherwise in writing.
4. Provisions varying from these Conditions shall only be valid if these provisions have been expressly agreed in writing and have been signed on behalf of both Parties.
5. In the event that one or more provisions of these Conditions are null and void or voidable, the other provisions shall still remain valid and continue in full force and effect. Santon and the Contractor then will consult to replace the provisions that are null and void or have been declared null and void, with new provisions, taking into consideration, to the extent possible, the intent and the objectives of the original provision.
6. In the event that one or more provisions of the Agreement these Conditions apply to depart from these Conditions, the provisions of the Agreement shall apply.

Article 3 – Formation of an agreement

1. Agreements between Santon and the Contractor will only be concluded after an offer from the Contractor has been expressly accepted in writing by Santon or after Santon has accepted the offer in question by explicitly executing the agreement. Unless explicitly provided otherwise in

writing in the offer, all offers will be deemed to be irrevocable for a period of at least three months.

2. Agreements between Santon and the Contractor on the basis of an offer from Santon which according to their nature fall within the scope of these Conditions, will only be concluded after the Contractor has accepted the offer expressly in writing, on the understanding that each offer from Santon shall be without any obligation. Therefore, Santon may revoke it each time but no later than immediately after the (written) acceptance thereof by the Contractor.
3. The costs involved in making an offer and the costs of any samples, trial consignments and specimens shall be for the account of the Contractor unless otherwise agreed in writing. The samples, trial consignments and specimens received will not be returned by Santon unless otherwise agreed in writing.

Article 4 – Prices

1. All prices are fixed and exclude turnover tax. In so far as it applies to delivery of goods, all prices include proper packaging and all other levies and taxes. Prices shall be quoted in Euros unless otherwise agreed between the parties. Setoff of any exchange rate differences is not possible.
2. The Contractor shall only charge the rates agreed on with Santon for services to be provided by the Contractor or, if no rate agreements have been made, the current rates of the Contractor, provided that these rates are reasonable and do not exceed the rates generally charged in the free market for the current or reasonably comparable services.

Article 5 – Delivery date

1. The Contractor shall strictly comply with the delivery date mentioned in the order/assignment or, if it regards services or contracting of work, date of performance and/or completion. The terms stated by the Contractor shall always be deemed to be strict deadlines. If a term is exceeded, without prior written acceptance by Santon, Santon will in all cases reserve the right to terminate the delivery or assignment, in whole or in part, by giving notice of termination or by terminating the agreement without notice of default and without judicial intervention being required, without being bound to pay any (further) compensation and without prejudice to Santon's other rights vis-à-vis the Contractor.

Article 6 – Early termination

1. Santon reserves the right, in case of services performed by the Contractor, to have the agreement to this effect terminated early by means of a notice of termination, without prejudice to Santon's right to termination thereof. Where appropriate, the Contractor shall be entitled to payment of the agreed price for the services for the part that the services have been performed in accordance with the agreement and to payment of the costs reasonably incurred by the Contractor before the termination, which in fairness cannot be reversed anymore and which are not included in the payment thus received. The Contractor shall

provide insight into these costs and, in respect of these costs, at the first request of Santon shall grant an accountant, designated by both Parties at their joint expense, inspection of the Contractor's accounts.

Article 7 – Delivery

1. All deliveries shall be DDP (Delivery Duty Paid), unless expressly agreed otherwise in writing. If the delivery is collected by or on behalf of Santon, the Contractor shall help loading without charging any costs.
2. Any documents related to, or connected with, the delivery or the service in question, as but not limited to: licences, certificates, certificates of origin, packing lists and such shall no later than the time of delivery or completion of the assignment be surrendered to Santon or, where possible, be sent to Santon in advance.
3. The Contractor shall indicate the specifications of the delivered goods, the numbers, measurements, weights, order number and delivery address on the packing list. Santon shall inform the Contractor of the order number and the delivery address to be recorded on the packing list. If the Contractor has put the wrong address on the packing list all extra freight charges are for the Contractor's account.
4. All identification regulations referred to in the order or on the Bills of Material must be strictly complied with and shall be clearly applied. If this provision is not complied with the Contractor shall, at the first request of Santon, perform the identification at the delivery address.
5. Returnable packaging must be clearly marked as such by the Contractor. Return shipment of returnable packaging is at the sole risk and expense of the Contractor.
6. The Contractor shall use packaging as environmentally-friendly as possible. Unless Santon does not immediately remove the packaging, the contractor shall dispose of the packaging of the delivered goods at its own expense.
7. Partial deliveries are not permitted unless Santon has expressly agreed in writing to the same.

Article 8 – Ownership and risk transfer

1. In case of delivery of goods, even in case of maintenance, replacement of parts or otherwise, the ownership of the delivered goods or the goods to be delivered will be transferred to Santon at the time that the goods to be delivered are identified and/or separated as being designated for Santon at the location of the Contractor (unless other shipping terms have been agreed, in which case the 'location' may be different). In case of deliveries taking place to execute a contract for work the delivery is at Santon's risk at the time of completion of the work. In all other cases the delivery is at Santon's risk at the time the delivery has been accepted by Santon. In the event that the delivery is returned to the Contractor as a result of rejection of the delivery by Santon, the risk of the delivery in question will again rest with the Contractor as of the moment the delivery was sent to the Contractor.

Article 9 – Number and weight

1. As delivered weight and/or number of the delivered goods respectively only shall count the weight and/or number respectively established by Santon's subordinates or a third party designated by order of Santon. The Contractor has the right to be present at the weighing and/or counting respectively.

Article 10 – Maintenance

1. The Contractor may only carry out maintenance to the movable and immovable property of Santon if the Contractor has been given a prior written instruction from Santon, notwithstanding the other limitations referred to in this article. For maintenance carried out by the Contractor without written permission from Santon, Santon does not have to pay the Contractor a reimbursement of any kind.
2. If Santon has described the maintenance specifically ("specific maintenance") the Contractor only has the right to carry out this specific maintenance. In the event that Santon has given the order to carry out (general) periodic maintenance ("periodic maintenance"), the Contractor shall only have the right to carry out the maintenance, in accordance with the applicable maintenance schedule, which should at least be carried out as well as carrying out maintenance required to comply with statutory regulations regarding the characteristics of the movable or immovable property.
3. The Contractor shall, before carrying out the maintenance in question, contact Santon and be granted prior permission by Santon to carry out the maintenance in question in the following cases:
 - in the event that the Contractor foresees that in the performance of specific or periodic maintenance the costs of the maintenance will exceed the quoted price;
 - in the event that in the reasonable opinion of the Contractor maintenance or repair of the movable or immovable property concerned reasonably will no longer be profitable because of, for instance, the expected service life of the goods in question, the residual value or the expected durability of the repair, the use made of the property or the replacement costs.
 - in the event that 'time is of the essence' and the Contractor, using sound judgement, deems unnecessary delay will be caused in the supply process by having to wait for Santon to respond to a maintenance request. In such a case, Santon grants that Contractor discretion may be exercised to proceed with such maintenance.

Article 11 – Contract variations

1. If the performance the Contractor has to deliver pursuant to the Agreement has been demonstrably burdened or extended by additional requirements or different views of Santon or by amendments to the legal regulations relevant to the performance for Santon, this constitutes additional work eligible for additional compensation. Additional work does not include the additional activities and/or different views the Contractor should have foreseen when entering into the Agreement. If one Party believes that there is additional work, the Party will inform the other Party as soon as possible in writing.
2. The Contractor does not start performing the additional work before having received a written instruction from Santon. To obtain a written instruction the Contractor shall submit a written

quotation on the nature and the extent of the expected additional work and the related duration and costs. The provisions of the Agreement shall apply to the performance of additional work, including the rates and any discounts, to the extent that these have not been amended by a further written instruction. When submitting a quotation, the Contractor does not have the right to stipulate further or more stringent conditions unless Santon agrees in writing.

3. If the performance the Contractor has to deliver pursuant to the Agreement has become demonstrably easier or less work because of different views of Santon or amendments to the legal regulations relevant to the performance for Santon, this constitutes less work eligible for setoff. If one Party believes that there is less work, the Party will inform the other Party as soon as possible in writing. If a fixed price has been agreed, the Parties shall determine in mutual consultation the value of the reduced work to be setoff against the price to be paid.

Article 12 – Incoming goods inspection

1. Santon does not have the obligation to inspect the delivered goods or provided software after accepting the goods or to have these goods or software inspected, notwithstanding stipulations made by the contractor in this respect in an order confirmation or similar document or on documents accompanying the delivery. At the first request of Santon the Contractor will grant access to and/or inspection of the quality control and security data and inspection data within the organisation of the Contractor.
2. Santon is under no obligation to accept any margin of deviation from the agreed specifications or, if further specifications have not been agreed upon, from the qualities Santon reasonably could expect. The assessment by Santon of the qualities of the delivery will be deemed between the Parties to be exclusive evidence, subject to evidence to the contrary.
3. Without prejudice to the provisions of article 12.1 and 12.2 the Contractor shall inform Santon, in writing before delivery, of any change, of any nature and size, of the composition or the qualities of the goods to be delivered, the packaging thereof or the software. If this notice is received by Santon after conclusion of the agreement, Santon has the right to terminate the agreement and therefore to cancel the delivery or, by its choice, to terminate the agreement without being held to pay any damages of whatever nature.

Article 13 – Invoices, dispatch notes and packing lists

1. All invoices shall be submitted in duplicate and at least contain the following data/appendices:
 - the address where the work has been performed or the delivery actually has been made;
 - an overview of the work performed or a specification of the delivery;
 - the date on which the work has been performed or the delivery actually has been made, the number of hours worked, the wage costs per hour and the materials used (stating the unit prices);
 - a workslip signed by Santon or a reference or order number (when issued by Santon).
 - payment details (international)
2. Not complying with the request in the order/assignment to send advice notes and packing lists to the addresses provided for this purpose by Santon, and not completely or incorrectly

completing these documents with all required data, as but not limited to the above, will cause a delay in the payment of the invoice amount without giving the Contractor the right to terminate the agreement or without giving the Contractor the right to additional damages. Any terms made payable on the part of the Contractor will then not be deemed to be strict deadlines within the context of Section 6:83 under a of the Dutch Civil Code.

3. If services provided or goods delivered are not invoiced to Santon within 16 weeks of the performance of the work or the delivery, the right to payment thereof shall lapse.

Article 14 – Goods to be provided

1. Any goods provided by Santon to the Contractor for the execution of the Agreement will only be provided by way of loan. These goods will be delivered carriage paid.

Article 15 – Intellectual property rights

1. Any drawings, photographs, moulds and such provided by Santon will remain the (intellectual) property of Santon and shall be returned to Santon forthwith after termination of the production and/or after termination of the agreement, or at the first request of Santon. The Contractor may not use the above-mentioned drawings, moulds and such, and not have third parties use them, for or in connection with any other purpose than delivering the agreed performance to Santon.
2. If, on the instruction of Santon, works are achieved on which intellectual and/or industrial property rights rest or may arise, then these are, now for then, transferred to Santon, as Santon accepts these rights. In so far as the Parties, contrary to the above, have agreed, expressly and in writing, that Santon will be given a licence to use the above-mentioned work(s) then this licence will be perpetual, exclusive and transferable in addition to which Santon will also have the right to grant sub-licences.
3. The goods delivered have to be free of all special encumbrances on, and restrictions arising from, patents, copyrights or other rights to products of the mind with the exception of the charges and limitations Santon expressly accepted in writing.
4. Paragraph 3 does not apply to encumbrances on, and restrictions arising from, a design provided by Santon, which the Contractor has to observe.

Article 16 – Acceptance and termination

1. Receipt of the goods ordered and/or repaired or maintained or payment of the amounts charged to Santon in relation thereto will not imply acceptance of these goods. Even if after receipt and/or payment it should become apparent that the goods do not comply with the order and/or specification of the described requirements and/or do not possess the qualities Santon could reasonably expect, Santon has the right to terminate the Agreement, in whole or in part, without (further) notice of default or judicial intervention and without prejudice to Santon's other legal rights.

2. Santon has the right, without any obligation to pay damages and without prejudice to all its other rights or claims arising from the Agreement and without any notice of default or judicial intervention being required, to forthwith terminate the Agreement, in whole or in part, by giving notice in writing to the Contractor, in the event that:
 - the Contractor is granted a (provisional) moratorium or a (provisional) moratorium has been applied for;
 - the Contractor is declared to be insolvent or in the event that a winding-up petition has been filed;
 - the company of the Contractor is wound up or taken over or the Contractor discontinues its business activities or the company of the Contractor is dissolved;
 - goods of the Contractor or a considerable part of its assets have been attached, to the extent relevant to the (execution) of the Agreement;
 - the Contractor has made a justified appeal to force majeure and the period of force majeure exceeds 30 days or is reasonably expected to exceed a period of 30 days.
3. If the Agreement has been terminated early, the Contractor shall repay Santon the payments made by Santon pursuant to the Agreement. In the event that the Agreement has been terminated in part, the obligation to repay payments made pursuant to the Agreement only exists to the extent that the payments relate to the terminated part of the Agreement.

Article 17 – Warranty

Delivery of goods

1. The Contractor warrants that the goods delivered are suitable for the use Santon intends to make of the goods and the Contractor states to be aware of this use. Furthermore, the Contractor warrants that the goods are soundly constructed and comply with all relevant (legal) requirements, (government) regulations and safety and quality standards used in the relevant sector. In the case of delivery of goods, the Contractor shall on the first demand of Santon repair, at its own expense, any faults and defects, which appear with regards to the good(s) within a period of 12 months after it has been put into operation or no later than 18 months after delivery of any good, unless they are caused by normal wear and tear or improper use (such to be proved by the Contractor) and unless Santon, within reason, could expect that the fault or defect in question would not occur for a longer period than the above-mentioned periods, in which case the above-mentioned obligation to repair will be extended for this longer period. In the event of repair of a delivered good the above-mentioned warranty period shall be renewed for the repaired part. The Contractor warrants that Santon will obtain the licences required for the use of the equipment in time, in so far as it lies within the power and competence of the Contractor.

Assignment and contracting for work in general

2. If services are provided, the Contractor will at least observe the care of a professional, competent Contractor. If the Contractor has special qualifications the assignment will have to be carried out in accordance with these qualifications. The Contractor guarantees that all

services will be performed in accordance with the applicable legal (safety) procedures and the regulations of the manufacturer/supplier. The Contractor warrants that the services are suitable for the use Santon intends to make of the goods and the Contractor states to be aware of this use.

Maintenance/contracting for work

3. All parts to be replaced within the context of the maintenance activities to be performed by the Contractor (other than with regard to the software, but including repairs) shall be new and shall have a manufacturer's warranty and/or guarantee of the importer.
4. The Contractor guarantees the proper performance of the maintenance and/or performance of the work carried out by the Contractor and the materials used within the context of the performance thereof for a period of twelve months, calculated as of the date on which the materials and/or the work in question has again been brought into use by Santon, unless the manufacturer or the supplier of said materials has granted a guarantee on said materials with a longer duration, in which case the warranty granted by the Contractor has at least the longer duration.
5. The warranty provided under paragraph 17.3 and 17.4 includes performing, in a proper manner, maintenance that at first has been performed incorrectly. If the maintenance has been carried out incorrectly, Santon will inform the Contractor thereof in writing. If the maintenance still to be performed by the Contractor in the reasonable opinion of Santon is no longer possible or worthwhile, Santon shall be entitled to substitute and additional damages.
6. The costs arising from and related to the above-mentioned repair by third parties shall be at the expense of the Contractor. The Contractor shall pay these costs to Santon within 30 calendar days after Santon has submitted an itemized invoice, without the Contractor being entitled to setoff.
7. The Contractor will leave the location where the work has been performed tidy and clean and remove and destroy (and have destroyed) all waste (including the left-over building materials) in the legally prescribed manner. Repair by third parties
8. If detected faults or defects or maintenance that has been performed incorrectly in the reasonable opinion of Santon requires immediate repair and the Contractor is not able to carry out the repair immediately, Santon shall have the right to have the repair carried out by a third party with a good reputation. The same applies in case of non-fulfilment of the obligation to rectify mistakes, repair defects or maintenance that has been performed incorrectly, as referred to in the preceding paragraphs, by the Contractor. The costs arising from and related to the above-mentioned repair by third parties shall be at the expense of the Contractor. The Contractor shall pay these costs to Santon within 30 calendar days after Santon has submitted an itemized invoice, without the Contractor being entitled to setoff.

Article 18 – Subcontracting by the Contractor

1. The Contractor shall perform the agreed work in person, unless expressly agreed otherwise. In so far as the Contractor is a legal entity, the Contractor shall have its own personnel perform the agreed work. Subcontracting the agreed work to third parties shall only be allowed with

prior written approval of Santon. If the Contractor, with due observance of the above, procures the delivered goods or the goods to be delivered or the services from a third party, the Contractor shall provide Santon in writing, at Santon's first request, with the name, address and residence of the above-mentioned third party.

Article 19 – Liability

1. The Contractor is liable for, and shall indemnify Santon against, all damage incurred by Santon, arising from or related to a culpable failure on the part of the Contractor to fulfil any obligation arising from an agreement concluded with the Contractor or an unlawful act committed by the Contractor against Santon, its subordinates or third parties. The Contractor shall take out a proper insurance for the risk that its potential liabilities arising from the agreement(s) concluded with Santon will be realised and shall continue this insurance during the term of the abovementioned agreement(s). At the first request from Santon to that effect the Contractor shall allow Santon inspection of the original insurance policy/policies.
2. In the event of liability of the Contractor as referred to in the preceding paragraph, the Contractor shall also be liable for any judicial and extra-judicial costs, reasonably incurred by Santon to obtain settlement of its claim in addition to which Santon in any case will be entitled to charge the Contractor 10% of the total claim with a minimum of € 250 for extra-judicial costs, such unless the real extra-judicial costs are higher and such also to encourage the Contractor to a proper performance.

Article 20 – Payment

1. Payment shall take place within 60 days of receipt of the invoice unless Santon complains about the quality or quantity of the delivery after receipt thereof or after the services have been performed. Payments in advance shall only be made by Santon if this has been expressly agreed in writing. In such a case, all payments made in advance shall be deemed to be loans to the Contractor until the goods to be delivered by the Contractor have fully been delivered and/or the services to be performed by the Contractor have been performed. Furthermore, in case of advance payment, the Contractor shall provide a bank guarantee as specified in article 21.
2. Exceeding any payment term by Santon or nonpayment by Santon of any invoice because of the presumptive inaccuracy of the content of the invoice or the defectiveness of the work or the goods delivered does not provide the Contractor with the right to suspend or terminate its performance.

Article 21 – Security

1. If providing security has been agreed on, when concluding the Agreement or at least at the first request from Santon to that effect, the Contractor shall provide sufficient security for the fulfilment of its obligations pursuant to the Agreement concluded with Santon, such by means

of issuing an irrevocable bank guarantee at a Dutch banking institution with a good reputation or by providing another, reasonably comparable, security.

Article 22 – Confidentiality

1. The Contractor shall not provide third parties with information the Contractor has been made aware of is confidential or information the Contractor reasonably should have realised is confidential, unless this is required for the proper performance of its obligations towards Santon. If the Contractor acts in violation of this article, the Contractor shall incur an immediately payable penalty of € 10,000 per violation, without prejudice to the right of Santon for compensation of the damage Santon incurred as a result of the violation.

Article 23 – Modern slavery and human trafficking

1. The Contractor shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.
2. The Contractor represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence of alleged offence of in connection with slavery and human trafficking.

Article 24 – Anti-bribery

1. The Contractor shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and shall ensure that it has in place adequate procedures to ensure compliance with such bribery laws to prevent bribery, and shall use all reasonable endeavours to ensure that all of its personnel, all others associated with it, and all of its subcontractors involved with the contract so comply.
2. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption.
3. Without limitation to the above, the Contractor shall not make or receive any bribe or other improper payment, or allow any such to be made or received on its behalf, and will implement and maintain adequate procedures to ensure that such bribes and payments are not made or received directly or indirectly on its behalf.

Article 25 – Export control

1. The sale, resale or other disposition of certain products or materials and related technologies and/or documentation may be subject to the import and/or export control laws and regulations of the Netherlands and/or other countries. The Contractor agrees to comply with all such laws, regulations and orders. The Contractor acknowledges its responsibility to obtain any required license for the acquisition, carriage, use, import or (re-)export of the products.

Failure to obtain such license(s) shall entitle Santon to withhold or delay payment of the price of the products or materials. Any additional expenses or charges incurred by Santon resulting from such failure shall be for the Contractor's account.

Article 26 – Group policies

1. The Contractor shall comply with and communicate to its relevant workers all applicable Policies of discoverIE Group plc as set out on discoverIE's website at www.discoverieplc.com including without limitation:
 - Anti-Bribery & Corruption Policy;
 - Conflict Mineral Policy;
 - Environmental Policy;
 - Modern Slavery Statement;
 - Supplier Code of Conduct.

Article 27 – Audit

1. The Contractor will permit, during the term of the Agreement and for three years after the final payment has been made under the Agreement, Santon's internal and external auditors access to any relevant books, documents, papers, and records of the Contractor involving transactions related to the Agreement.

Article 28 – Governing law and disputes

1. Dutch law shall apply to all agreements between Santon and the Contractor, with the exception of the Vienna Sales Convention. All disputes shall be settled by the competent Court in Rotterdam unless Santon prefers to have the dispute settled by arbitration in accordance with the arbitration regulations of the international Chamber of Commerce in Paris, by one or more arbitrators in conformity with the aforementioned regulations that apply at the time the Agreement was entered into. In the event of arbitration the working language will be English. The Contractor shall not institute proceedings before the competent Court until Santon has been given notice in writing that Santon, within a reasonable period of time, is given the opportunity to comment.