

TAIGA GMBH GENERAL TERMS OF PURCHASE

1. Application

1.1 These conditions apply to all contracts between Taiga GmbH and the Seller referred to in the order and override all conditions stipulated by the Seller (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions are incorporated).

2. Delivery

2.1 Products or digital content ("products") services or works ("services") must be delivered or provided to the location, in the quantities, to the specification and at the time(s) stated in the order and any proposal or documentation provided or made available by the Seller to Taiga GmbH.

2.2 Taiga GmbH reserves the right to store, reject or return to Seller any products delivered prior to the date stipulated by Taiga GmbH for delivery and to deduct from the price thereafter (or to charge to Seller) the cost of such reasonable storage or the cost of the return of the products to Seller whichever the case may be. Time for delivery shall be of the essence. Products shall remain at Seller's risk until delivery to Taiga GmbH is complete, when the risk in, and ownership of, the products shall pass to Taiga GmbH. Unloading shall be at the Supplier's risk. Unless otherwise agreed no charge is to be made for shipping, transport or delivery. Cases, pallets and packing materials are to be supplied free of charge. Where requested in writing such items will be returned at Seller's expense but Taiga GmbH accepts no liability in relation to them.

2.3 If the Seller fails to perform its obligations under any order, make delivery or complete the services within the time specified or where no time is specified, within a reasonable time, or if Taiga GmbH shall have a reasonable doubt as to Seller's ability to complete any order Taiga GmbH may terminate such order or any part which is delayed or Taiga GmbH has any such doubt. If any products or services provided by the Seller fail to comply with any of these conditions Taiga GmbH may, at its discretion, cancel all or part of any order which so fails to comply. These rights shall be in addition to and without prejudice to any other rights or remedies Taiga GmbH may have in relation to such supply.

2.4 Taiga GmbH reserves the right at any time upon thirty (30) days' notice in writing to vary this order. If such variation involves an increase or decrease in the amount of products or services specified in the original order or in the cost or time for delivery or performance a fair and reasonable adjustment shall be made in the contract price and/or the delivery schedule and Seller shall give Taiga GmbH all necessary facilities and information to assist Taiga GmbH in agreeing such adjustment(s). Any claim for adjustment under this condition must be received by Taiga GmbH within fourteen (14) days of the date the change is ordered.

2.5 Taiga GmbH may terminate this order at any time by giving Seller fourteen (14) days prior notice in writing whereupon production on such order shall be stopped. A fair and reasonable price shall be paid for all work in progress at the time of such termination and for products subsequently received by Taiga GmbH and Seller shall afford Taiga GmbH all necessary facilities for ascertaining the extent of such work in progress. Save as aforesaid Taiga GmbH shall not be liable for any other loss including without limitation loss of contract, the loss of anticipated profits or for any consequential loss whatsoever. In the event of such termination all claims should be rendered within two (2) months of the written notification after which claims will only be met in exceptional circumstances.

2.6 Neither the inspection nor acceptance of the subject matter of this order (nor the payment thereof) nor any failure on Taiga's part to insist upon the strict performance of any term(s) and/or condition(s) of this order shall be deemed to be a waiver either of any rights and/or remedies Taiga GmbH may have by virtue of the terms and conditions of this order or of any subsequent default on Seller's part.

2.7 Where Taiga GmbH references the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) in any relevant contract of purchase order, such terms shall apply to delivery save that where they conflict with these conditions, these conditions shall prevail.

3. Payment

Unless otherwise agreed by Taiga GmbH in writing or required by law payment will be made 60 days following receipt of invoice, completion of services and/or delivery of products (whichever is the later). The Seller shall send invoices to Taiga GmbH online through a portal specified by Taiga GmbH.

4. Warranties

4.1 Supply of the products or services or any part thereof may not be sub-contracted or assigned by Seller to any third party without Taiga's prior written consent. The Seller shall not assign any rights or claims it may have under this order without Taiga's written consent. Where consent to sub-contract or assignment is given, Seller shall be responsible for any acts and omissions of Seller's sub-contractors or assignees in all respects.

4.2 The Seller warrants that all products or services provided shall;

4.2.1 be of satisfactory quality and free from defect in material and workmanship and conform in all respects to the specification, any proposal or requirements document or other documentation provided to Taiga GmbH and to any sample agreed with Taiga GmbH;

4.2.2 comply with all relevant legal and regulatory requirements, in particular environmental, health and safety requirements valid at the time, even if not expressly referred to in any specification. Without prejudice to the above, the products, or the Taiga GmbH products into which the products are incorporated (and/or packaging and packaging components) may need to comply with laws that restrict product content, including, but not limited to, the European Regulation 1907/2006 REACH; Directive

2002/95/EC, known as "RoHS" and Directive 94/62/EC, Packaging Directive, and/or any local laws in the individual member states of the European Union that transpose RoHS and the Packaging Directive ("Substance Laws"). Seller warrants that the products will not contain any of the substances prohibited by such Substance Laws and that any restricted substances including substances covered by REACH contained in the products will not exceed the relevant concentration values permitted by the Substance Laws ("Restricted Values") in force at the time the products are supplied. Seller will provide to Taiga GmbH: (i) satisfactory documentation that the products do not exceed the Restricted Values; (ii) certification of the exact concentration of each substance subject to the Restricted Values in all products so Taiga GmbH can determine if Taiga GmbH materials combined with non-Taiga GmbH materials do not exceed the Restricted Values; and (iii) reports on the occurrence of other substances that may require disclosure to governmental bodies, customers and/or recyclers;

4.2.3 be fit and suitable for the purpose for which they were designed and/or required. It is understood that Taiga GmbH is relying on Seller's skill and judgement to select and/or furnish suitable products and/or carry out suitable works or services;

4.2.4 be provided without use of labour resulting from mental or physical coercion, physical punishment, slavery, human trafficking or other oppressive labour conditions.

4.3 Without prejudice to any other rights which Taiga GmbH may have in the event of breach by the Seller of the warranty at condition 4.2 above within one year of delivery or completion of the services, or within such warranty period as may be stated on Taiga's order, Seller shall if so requested make good forthwith on receipt of notice such breach by replacement, repair of products or re-performance of services as requested by Taiga GmbH, at no cost to Taiga GmbH shall have the right to remedy the breach or to have them remedied by some other party at the Seller's cost.

4.4 Without prejudice to Condition 4.3 Taiga GmbH shall be entitled to inspect any products supplied during manufacture and upon delivery. The products or any service shall not be deemed to be accepted until twenty-eight (28) days after delivery or performance, during which period Taiga GmbH shall have the right to reject the products or services if they are in breach of these conditions. Where products are rejected they will be removed by Seller forthwith at Seller's own expense. The risk in rejected products shall pass to Seller immediately the Seller is notified of such rejection.

4.5 Seller represents, warrants and covenants that the Seller shall and shall procure that its representatives or sub-contractors involved in the supply of the products or services will perform all Seller's obligations under these conditions in compliance with all: (a) laws, regulations and governmental directives, including, without limitation, those relating to anti-corruption (example: UK Bribery Act and US Foreign Corrupt Practices Act), slavery and human trafficking (Anti-Slavery Requirements) including the Modern Slavery Act 2015 (or any replacement or reenactments thereof); competition, regulation of trade, the environment, transportation, safety, health, and employment that apply to Taiga GmbH, Seller, either party's business, and the products and/or services to which these conditions relate; (b) standards of business conduct that are consistent with Taiga's Code of Conduct located at www.Taiga GmbH.com/compliance and (c) standards that are consistent with the Taiga GmbH Supplier Responsibility Code located at www.Taiga GmbH.com/compliance.

4.6 On request, and no more often than annually, Seller will provide Taiga GmbH with a Long Term Supplier's Declaration in respect of all eligible supplies per EC Regulations 1207/2001 and 1617/2006.

5. Liability

5.1 Seller shall indemnify Taiga GmbH against any liability, loss, costs, claims, expenses or damages arising in connection therewith resulting from Seller's failure to comply with these conditions or Seller's execution of this order.

5.2 Seller shall carry adequate insurance with a reputable provider including (as appropriate) professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with any order (save where specific levels have been agreed in writing between Seller and Taiga GmbH in which case those agreed levels will apply). On Taiga's request, Seller shall produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

6. IP and Confidentiality

6.1 All tools, patterns, materials, drawings, specifications, samples, digital content or data ("materials") provided by Taiga GmbH or produced at Taiga's expense in connection with this order will remain at all times Taiga's property and are to be surrendered to Taiga GmbH on completion of this order and are to be used by Seller solely for the purpose of completing this order. All intellectual property rights in such materials shall also belong to Taiga GmbH and the Seller will assign such intellectual property rights including copyright and or design rights to Taiga GmbH on request on terms provided by Taiga GmbH. Such materials shall be kept separate from those belonging to Seller or Seller's other customers. Where personal data (as defined in the Data Protection Act 1998) is provided to Seller in connection with an order, Seller shall only process any such personal data for the purposes of providing the relevant services (and for no other purpose whatsoever) and in accordance with Taiga's written instructions from time to time. Seller shall also implement, and at all times maintain, appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful processing and accidental loss or damage and comply with the provisions of the Data Protection Act 1998 and any other relevant data protection laws or regulations. Seller also agrees that Seller shall not transfer the personal data to countries outside the European Economic Area without the prior written consent of Taiga GmbH.

6.2 This order, the materials and other information which Seller, Seller's employees, officers or representatives may obtain or be given by virtue of this order or the carrying out of this order and relating in any way to Taiga GmbH business processes, research or property shall be treated as confidential, shall not be disclosed by Seller, Seller's employees officers or representatives or any sub-contractors any third party or (except where necessary for the purpose of this order) used by Seller or any such sub-

contractor for any purpose whatsoever (including without limitation advertisement display or publication) without Taiga's prior consent in writing. Seller shall ensure that the provisions of this condition are complied with by Seller's employees, officers, representatives and sub-contractors. For the avoidance of doubt this condition 6 shall be without prejudice to the terms and conditions contained in any non-disclosure or confidentiality agreement agreed in writing between the parties.

6.3 If the supply or use of the products or services (other than due to any materials provided by Taiga GmbH) shall constitute a violation of the intellectual property rights of any third party the Seller shall indemnify Taiga GmbH against all costs, claims, expenses, losses or damage arising from such claim whether incurred by Taiga GmbH or levied against Taiga GmbH.

7. General

7.1 No variation or amendment of this order shall be binding upon Taiga GmbH unless provided in writing by Taiga's duly authorised representative. No provision of the conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the contract.

7.2 All and any warranties contained in these conditions shall survive termination of the order and shall not be affected by inspection, delivery, acceptance or payment and shall enure for the benefit of Taiga GmbH, its successor and assignees and any end user or recipient thereof.

7.3 Taiga GmbH shall not be liable for any representation made or purported to be made by Taiga GmbH or on Taiga's behalf prior to this order or Seller's acceptance thereof and Seller acknowledges that Seller's acceptance of this order has not been induced by any such representation.

7.4 All orders and any contract arising therefrom which are placed shall be governed by and construed in accordance with the Laws of Germany, and Seller agrees to submit to the jurisdiction of the Courts of Law in Germany in respect thereof and nothing in these Conditions shall prejudice any condition or warranty (express or implied) or right to remedy to which Taiga GmbH is entitled in relation to the material products or work ordered by virtue of statute and/or common law under the laws of Ireland.

7.5 Except as provided above this order and any contract arising therefrom shall be governed by and construed in accordance with German Law and Seller agrees to submit to the jurisdiction of the German Courts in respect thereof and nothing in these Conditions shall prejudice any condition or warranty (express or implied) or right to remedy to which Taiga GmbH is entitled in relation to the material products or work ordered by virtue of statute and/or common law.