General Purchase Order Terms and Conditions

The following terms and conditions shall apply to all purchase orders ("Purchase Orders") issued by Hexagon Purus ASA, or its applicable subsidiary ("HEXAGON"). The company supplying goods and/or services under the Purchase Order shall be referred to as the "Seller," and the goods and/or services described in and provided pursuant to the Purchase Order shall be referred to as "Goods" or "Services," as the case may be. Terms and conditions specific to a particular subsidiary shall be as specified herein. In the event of a conflict between these terms and conditions and provisions in an individual agreement(s) made with Seller, the provisions of the individual agreement will control.

1. OFFERS, ACKNOWLEDGEMENT AND ACCEPTANCE

All offers, quotes or cost estimates of Seller shall be made free of charge and without obligation to HEXAGON. Only Purchase Orders sent in writing via fax, mail, courier or e-mail and signed by duly authorized HEXAGON personnel shall serve as an official intent of purchase by HEXAGON. Seller shall review the Purchase Order for possible errors and/or omissions, including drawings, materials, design etc. provided by HEXAGON and shall immediately notify HEXAGON in writing if such faults and omissions are discovered. Purchase Orders shall be deemed to be accepted within five (5) days of receipt. Acceptance of the Purchase Order by Seller constitutes acceptance of all of the terms and conditions stated herein. Acceptance also constitutes acknowledgement that Seller has read, understands, and will comply with HEXAGON's applicable quality manuals and requirements. To the extent that any quotation, order acceptance, confirmation, invoice or other document of Seller contains conflicting, differing or additional terms from the terms and conditions herein, the terms and conditions herein will control and all such conflicting, differing or additional terms are rejected by HEXAGON, are considered a material alteration hereof, and shall have no effect unless expressly agreed to in writing by HEXAGON. Seller's signed acknowledgement of the Purchase Order, or Seller's shipment of Goods, performance of Services, or acceptance of payment for Goods or Services shall conclusively affirm Seller's agreement to these terms and conditions. If the Purchase Order is not signed and returned to HEXAGON, either by mail, e-mail or fax, HEXAGON, at its option, may cancel the Purchase Order at any time.

2. FCA; DAMAGE DURING DELIVERY

Unless otherwise set forth in the Purchase Order, title to the Goods shall pass to HEXAGON upon inspection and final acceptance. Delivery of Goods under the Purchase Order shall be made (1) for domestic delivery, FCA, Free Carrier, Incoterms 2020 and (2) for international delivery DDP, Delivery Duty Paid (or any standard substituting them) at the time and place indicated by HEXAGON in the Purchase Order. Seller shall be responsible for damages sustained during delivery. Any resulting claims against carriers shall be the responsibility of Seller. Replacement of any damaged Goods shall be the sole responsibility of Seller.

3. PAYMENT TERMS

Unless otherwise indicated in the Purchase Order, HEXAGON shall render payment within ninety (90) days of the date of delivery and acceptance of Goods or provision of Services, or from the date of a conforming invoice, whichever is later. Invoices shall be submitted as a single copy to the applicable printed address and must not be enclosed with the shipments. In the event HEXAGON renders payment within 30 days, HEXAGON shall be entitled to a 1.25% discount on the invoiced amount. In the event HEXAGON renders payment within 10 days, HEXAGON shall be entitled to a 2% discount on the invoiced amount. All invoices for payment shall be in the currency specified in the Purchase Order, unless HEXAGON approves in writing another currency. Invoices shall include the Purchase Order number, a summary of the total Purchase Order value, total value of Goods provided or Services performed to date, total value of invoicing to date and value of the current invoice. Invoices for payment not including such information may be returned to Seller without payment. All prices are exclusive of value added taxes (VAT) unless otherwise specified in the Purchase Order.

4. PACKAGING AND DOCUMENTATION

All packages, cases, crates, etc., are to be marked with Seller's name and the applicable HEXAGON Purchase Order number. A packing list must accompany each shipment of Goods. HEXAGON shall not be responsible or liable for any packaging charges as a result of improper packing, marking or routing and Seller agrees to reimburse HEXAGON for all expenses incurred by HEXAGON as a result thereof. All documentation specified in the Purchase Order (e.g. certificates, drawings, packing lists, data-discs) are considered to be part of the Goods. For weights and measures of Goods, the values determined by HEXAGON shall be dispositive, subject to verification to the contrary by Seller.

5. DELIVERY

The delivery and performance requirements, manner of delivery and specified dates of the Purchase Order shall be strictly adhered to and shall not be modified without the prior written acceptance of HEXAGON. Goods shall be delivered properly packed and marked in accordance with the requirements of the Purchase Order. Time is of the essence. In the event of failure to deliver or perform by the dates specified in the Purchase Order, HEXAGON reserves the right to cancel such Purchase Order in total or any unexecuted part of such Purchase Order. Notwithstanding anything to the contrary herein, no delivery shall be made without at least twenty-four (24) hours advance notice being given by Seller to HEXAGON.

6. DELAY

If Seller has reason to believe that delivery of the Goods and/or Services will be delayed, Seller shall immediately inform HEXAGON thereof in writing. Such notice shall include the reason for and the extent of the delay and shall state the corrective actions initiated to reduce the delay. If Seller's corrective actions, in HEXAGON's reasonable judgment, are not sufficient, HEXAGON reserves the right to obtain delivery or performance from other sources. Any and all increased costs and expenses thereby incurred by HEXAGON in obtaining such delivery or performance shall be set off against any moneys due or to become due to Seller or shall be recoverable as damages hereunder. If Seller's deliveries are behind schedule, Seller shall deliver the Goods by the fastest means available, at the sole expense of Seller. Seller, among other things, shall perform overtime work and establish extra shifts without additional cost to Buyer, if necessary to maintain delivery dates. In the event of failure by Seller to timely deliver any Goods or perform any Services contained in the Purchase Order, other than as a result of acts of God, force majeure, civil commotions, fire, war, perils of the sea, delay in transit, or HEXAGON's written request, HEXAGON shall have the right to cancel all or any remaining part of the Purchase Order without payment of compensation, and to collect liquidated damages in an amount equal to 0.3% of the price per day until delivery occurs. Seller's cumulative liability for liquidated damages is limited to 15% the purchase price. . Acceptance by HEXAGON of a late delivery either in whole or in part shall not constitute a waiver of its claim for any damages resulting from the late delivery.

7. CHANGES AND VARIATIONS

HEXAGON may at any time make changes in the drawings, designs or specifications (including variations in quality, quantity, character, kind, features or characteristics), method of shipping or packing, and the place of delivery of any Goods and/or Services covered hereby, and Seller agrees to promptly make such changes. Except as otherwise provided herein, the Purchase Order may not be amended, modified, supplemented, cancelled or discharged, except in writing signed by HEXAGON and Seller. Any modification of any Goods or Services shall be at Seller's sole cost and expense, unless Seller promptly notifies HEXAGON that such modification will impact price and/or time of delivery and HEXAGON approves such price and/or delivery adjustment in writing.

8. INDEMNITY

Seller shall protect, indemnify and hold harmless HEXAGON, its successors, assigns, affiliates, employees, agents, customers and users of its products and services (collectively, the "Affiliates"), of and from any claim, loss, damage (whether for personal injury, property damage, or direct or consequential damage or economic loss), deficiency, action, demand, judgment, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the Goods sold or Services rendered hereunder, or from any act or omission of Seller, its agents, employees or subcontractors, or which otherwise arises as a result of (i) Seller's performance of its obligations hereunder or (ii) any violation or infringement by Goods or Services provided hereunder of any patent, copyright, trademark, trade dress, and trade secret, or any other contractual right, proprietary right or intellectual property right, of any third party (collectively, any "Claim"). If any Claim should be asserted or action commenced against HEXAGON for which HEXAGON is entitled to indemnification hereunder, Seller (a) shall, upon HEXAGON's demand, promptly undertake the defense of any Claim, employing counsel reasonably satisfactory to HEXAGON or (b) agrees that HEXAGON, at HEXAGON's sole discretion, may elect to defend any Claim on its own behalf. In either case, Seller will, upon demand, pay all reasonable attorneys' fees and other costs or expenses incurred by HEXAGON in connection with such defense, any judgment or award resulting from any such claim or action and any settlement paid by HEXAGON with Seller's consent, which shall not be withheld unreasonably. This indemnification shall survive delivery of the Goods to or performance of the Services for HEXAGON, as the case may be, and any subsequent sale or other transfer of the Goods or Services to a third party. HEXAGON's remedies hereunder are cumulative and in addition to those provided by law or any other contract. If any work under the Purchase Order is to be performed on HEXAGON's premises, Seller agrees to defend, indemnify and hold HEXAGON harmless from and against any claims, losses or damage due to injury to death of any persons, including Seller's agents, servants or employees, and damage to or the destruction of any property, resulting from Seller's acts or omissions

incident to or arising out of such work.

9. INSPECTION

The Goods and/or Services ordered hereunder, including any related materials or work in process, as well as those portions of Seller's facilities which may be engaged in the performance of the order, shall at all reasonable times be subject to inspection by HEXAGON or HEXAGON's customer. Seller shall cooperate with HEXAGON in promptly furnishing all information required by HEXAGON to determine the status, progress and anticipated schedule of work under the Purchase Order and shall provide all reasonable facilities and assistance at no additional cost for the safety and convenience of any inspectors in the performance of their duties.

10. QUALITY REQUIREMENTS

Seller shall provide and maintain an inspection and oversight system, including tests and test reports, acceptable to HEXAGON in its reasonable discretion covering the inspection of Goods and/or Services provided under the Purchase Order. Seller shall tender to HEXAGON for acceptance only Goods that have been inspected in accordance with the inspection system and that have been determined by Seller to conform to the Purchase Order requirements. All Goods and Services provided under the Purchase Order are subject to final inspection and acceptance within a reasonable time after actual delivery or performance and HEXAGON shall have the right to reject any defective or nonconforming Goods, or terminate any Purchase Order despite any prior inspection by Seller, or terminate any Purchase Order for Services that fail to meet the oversight requirements and minimum quality standards provided herein. Payment for any Goods shall not be deemed an acceptance thereof. Seller shall continuously inform HEXAGON regarding all matters of importance relating to Seller's performance under the Purchase Order (such as process changes, sub supplier changes).

11. RETURN OF DEFECTIVE GOODS

All Goods supplied under the Purchase Order that do not satisfy the requirements of the warranty specified below or do not otherwise meet with the approval of HEXAGON, that are shipped contrary to Purchase Order instructions, or that are in excess of the quantities ordered under the Purchase Order, will be returned to Seller or held pending a mutual agreement between HEXAGON and Seller regarding their disposition, subject to Seller's risk of loss and sole expense.

12. CHEMICALS & HAZARDOUS SUBSTANCES

All Material Safety Data Sheets required by applicable law (MSDS) (each, a "Data Sheet"), shall accompany all Goods (including, without limitation, any chemicals or hazardous substances) provided under the Purchase Order. In addition, Seller shall provide a copy of each such Data Sheet to HEXAGON's Material Services Department. Seller shall maintain a catalog of any and all applicable Data Sheets that are provided in connection with Seller's performance of work under the Purchase Order at a HEXAGON site. Seller will furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal (including without limitation material data safety sheets) in a form understandable by HEXAGON's non-technical personnel and in sufficient detail to identify all action that the user must take concerning the material. For Goods and/or Services provided in the European Union, Seller declares that it shall adhere to EC Regulation 1907/2006/EC (REACH Regulation) and 1272/2008/EC (CLP Regulation). Violation of these provisions entitles HEXAGON to refuse delivery or acceptance of the Goods.

13. COMPLIANCE WITH LAWS

Seller agrees to comply with all federal, state and local laws, rules and regulations, including, but not limited to, export control laws and regulations, Executive Order 11246, the Equal Employment Opportunity Act and any amendments thereto, pertaining to nondiscrimination in employment, the Occupational Safety and Health Act of 1970, the Fair Labor Standards Act, any laws, regulations and executive orders related thereto, and any other applicable federal, state or local law or regulation. Within the framework of its commercial dealings with HEXAGON, Seller is obligated to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by Seller or other third parties. In the event of violation of the above, HEXAGON has the right to immediately withdraw from or terminate all legal transactions existing with Seller and the right to cancel all negotiations without further liability. Seller shall, in accordance with Paragraph 8, indemnify and hold HEXAGON harmless against any liability arising out of or resulting from Seller's failure to so comply. Upon request, Seller shall supply HEXAGON with copies of compliance reports and any other information necessary to demonstrate compliance with this Paragraph 13.

14. WARRANTY

Seller warrants that all Goods delivered hereunder, if any, will (i) be merchantable, (ii) be free from defect of design, material or workmanship, (iii) conform strictly to the specifications, descriptions, drawings, or sample specified or furnished to HEXAGON, (iv) conform to all prevailing industry regulation standards and applicable codes (v) be free from security interests, liens or encumbrances, (vi) be fit and safe for their intended purpose, and (vii) be safe and appropriate for the purpose for which such Goods or Services are normally used. Seller warrants that all Services rendered hereunder, if any, will be performed in a professional and workmanlike manner in accordance with the applicable professional industry standards of diligence, care and skill currently recognized in Seller's industry. The warranties contained herein shall begin at the time of performance or, if applicable, receipt at the delivery location or installation, whichever is later. Such warranties shall survive for the greater of (a) one (1) year, (b) the standard warranty term provided by Seller to its customers, or (c) as provided under applicable law. Notwithstanding anything to the contrary contained herein, the foregoing shall not limit any additional warranty or warranty period otherwise agreed to by the parties in writing. For Goods sold in the United States, Seller warrants it is a merchant as defined in the Uniform Commercial Code. The warranties contained herein shall survive any inspection, delivery, performance, acceptance, or payment by HEXAGON of the Goods or Services. HEXAGON may, at its option, return for credit or require prompt replacement or correction of any of the Goods or Services which do not conform to the foregoing warranties at Seller's expense. In the event that Seller fails to make such replacement or correction, HEXAGON shall have the right to obtain such replacement or correction from other sources. Any and all increased costs and expenses thereby incurred by HEXAGON in obtaining such replacement or correction shall be set off against any moneys due or to become due to Seller or shall be recoverable as damages hereunder. Corrected or replaced Goods or Services shall be subject to the terms and conditions of the Purchase Order in the same manner and to the same extent as Goods or Services originally delivered hereunder. If part of the Goods to be delivered or Services to be performed hereunder are defective or nonconforming, HEXAGON may cancel any unshipped portion of the Goods or cancel any unperformed Services, as the case may be, covered by the Purchase Order. The rights of HEXAGON provided in this Paragraph 14 shall be in addition to any other rights provided by law, the Purchase Order, or any other contract. Replacement or repaired Goods and/or Services shall be warranted for the same duration as the original Goods and/or Services.

15. INTELLECTUAL PROPERTY

Seller warrants that the Goods or Services sold will not infringe on any patent, trademark, copyright or other intellectual property right, and Seller will, at its expense, defend, indemnify and save HEXAGON harmless from and against any loss, damage, expense or liability, including attorney fees and costs, that results from an infringement or alleged infringement. Seller expressly waives any claim against HEXAGON that an infringement arose out of compliance with HEXAGON's specification. If any of the Goods or Services furnished to HEXAGON become the subject of an alleged infringement of a patent or third-party intellectual property right, Seller shall, at its expense, either procure for HEXAGON the right to continue using the goods or services; replace or modify them so that they are non- infringing; or refund HEXAGON's full purchase price. Seller agrees that parts manufactured based on HEXAGON's drawings and/or specifications may not be used for Seller's own use or disclosed or sold to third parties without HEXAGON's express written authorization. Seller agrees that HEXAGON has the right to repair, reconstruct, or rebuild goods delivered hereunder without payment of any royalty to Seller. All specification, drawing, designs, know how, trade secrets, technical data, inventions or other information which are furnished by HEXAGON or developed by HEXAGON in connection with the subject matter of the Purchase Order shall be the sole and exclusive property of HEXAGON. Seller agrees to disclose promptly to HEXAGON any proprietary information developed in connection with the subject matter of the Purchase Order and to transfer all right, title and interest in and to such proprietary information to HEXAGON including any applications for patents or other registration thereon prepared at HEXAGON'S expense. HEXAGON shall not be bound to treat as proprietary to Seller any material so labeled by Seller unless a specific written commitment to do so is contained elsewhere in the Purchase Order or in a separate agreement between HEXAGON and Seller. For Goods that include software, such Goods shall include a non-exclusive, irrevocable, royalty-free, fully paid up, sublicensable, worldwide license, including the right to sublicense, authorizing the reproduction, loading, and running of the software and the sharing of the software within and among HEXAGON subsidiaries.

16. PUBLICITY

Seller may use its business relationship with HEXAGON for advertising purposes only with the prior written consent of HEXAGON. Seller will not place its or any third party's trademark or designation on a part if it bears a trademark of HEXAGON or its affiliate, an identifying mark specified by HEXAGON, or if the part is based on HEXAGON's design. Seller will sell such marked parts only to HEXAGON and will not sell them to third parties without HEXAGON's prior written consent.

17. SET-OFF AND COUNTERCLAIMS

All claims for moneys due or to become due from HEXAGON shall be subject to deduction by HEXAGON for any setoff or counterclaim arising out of this or any other of HEXAGON's purchases from Seller.

18. RECALL/REPAIR CAMPAIGN

If Seller's Goods or Services create or contribute to a vehicle or component repair campaign or safety recall due to a vehicle or component defect, Seller shall pay the cost of repair or recall and correction, including labor and administrative costs, based upon Seller's proportionate responsibility for the defect or non-compliance. Either HEXAGON or Seller in its sole discretion may notify the applicable governmental or regulatory body having jurisdiction (e.g., the National Highway Traffic Safety Administration) of a safety or noncompliance issue and/or initiate a recall. This section does not limit Seller's liability under other provisions of the Purchase Order. As applicable, Seller agrees to comply with all requirements of the Transportation Recall Enhancement, Accountability, and Documentation (TREAD) Act and its implementing regulations. At its own expense, Seller will provide information in such detail and according to a schedule specified by HEXAGON to enable HEXAGON to fulfill its obligations under the TREAD act.

19. TERMINATION

HEXAGON shall have no liability with respect to goods or components procured, or work done, or supplies partially fabricated, in excess of authority contained in this order or in any shipment release issued to Seller pursuant hereto. If Seller (i) fails to deliver goods or perform services at the time specified, or (ii) fails to perform, repudiates or breaches any of the terms of this agreement, including Seller's warranties, and does not cure such breach within a period of 10 days after receiving written notice from HEXAGON specifying the breach, or (iii) becomes insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution procedures, HEXAGON may cancel the whole or any part of the Purchase Order without any liability, except for payment due for Goods and Services delivered and accepted. Upon termination and written notice to Seller, HEXAGON will have the right to take title to and possession of all or any part of such work performed by Seller under the order. The Purchase Order, or any portion hereof, may be suspended or terminated by HEXAGON at any time with or without cause. If HEXAGON terminates without cause, HEXAGON will compensate Seller for the actual and reasonable expenses incurred by Seller for work in process up to and including the date of termination, provided such expenses do not exceed the agreed upon prices in the Purchase Order. If HEXAGON suspends the Purchase Order, an equitable adjustment shall be made in the delivery schedule or order price. Seller shall resume work whenever a suspension is canceled or expires.

20. RELATIONSHIP

Neither Seller nor its subcontractors, or the employees or agents of any of them, shall be deemed to be HEXAGON's employees, or agents. Seller and its subcontractors are independent contractors and Seller shall be wholly responsible for withholding or payment of all federal, state and local income and other payroll taxes with respect to its employees, including contributions from them and as required by law.

21. ASSIGNMENT

Seller shall not assign the Purchase Order or subcontract any part of same without prior written approval by the HEXAGON. Seller is responsible for the acts and omissions of any subcontractors. Subcontractors shall have no right to make claims towards HEXAGON. HEXAGON may assign all or parts of its rights and obligations pursuant to the Purchase Order to any third party by written notice to Seller. Seller shall verify that its subcontractors have an established and documented quality assurance system adequate for the Purchase Order.

22. TAXES

Seller is responsible for payment to the proper taxing authority of all sales, use and similar taxes. Federal excise taxes charged to HEXAGON will be separately stated or indicated as being included in the unit price. Seller agrees that no tax for which an exemption exists will be included in the price and will not be subsequently charged. Seller agrees to pay any and all personal property and/or ad valorem taxes assessed or levied against any property placed with Seller by HEXAGON for the purpose of fulfilling the Purchase Order.

23. CONFIDENTIALITY

Seller will neither use any Confidential Information (as defined below) for any purpose other than in performing its duties hereunder nor disclose the existence of the Purchase Order or any information contained herein without the express written consent of HEXAGON. "Confidential Information" includes, but is not limited to, all designs, articles and other proprietary information developed by HEXAGON, supplied to HEXAGON or made according to HEXAGON's direction. Confidential Information may also be subject to a non-disclosure agreement or similar agreement entered into with HEXAGON.

24. LIMITATION OF LIABILITY

To the extent permitted by law, in no event will HEXAGON, or any of its affiliated companies, be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages relating to the Purchase Order.

25. INSURANCE

Seller agrees to be bound by HEXAGON's standard insurance requirements, as communicated to Seller or available on the HEXAGON website, https://hexagonpurus.com/terms-and-conditions-and-supplier-information.

26. SUPPLIER CODE OF CONDUCT

HEXAGON requires all suppliers to abide by and comply with its Supplier and Business Partner Code of Conduct, which is available at https://hexagongroup.com/sustainability2/esg-resources.

27. SUSTAINABILITY

Seller shall strive to provide the Goods and/or Services in a sustainable and resource-efficient manner. Seller shall endeavor to achieve continuous improvement in the way in which the Goods and/or Services are provided, as indicated by key performance indicators such as emissions, scrap values, reduction of electrical energy, and other metrics that reflect an ongoing commitment to environmental sustainability.

28. SEVERABILITY

If any provision of the Purchase Order shall under any circumstances be deemed invalid or inoperative, the Purchase Order shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

29. REMEDIES AND WAIVER

The rights and remedies reserved in this order to HEXAGON are cumulative and in addition to any other or further rights and remedies available at law or in equity. Without limiting the foregoing, if any goods fail to conform to the warranties provided by Seller, HEXAGON shall notify Seller and Seller shall, if requested by HEXAGON, reimburse HEXAGON for any incidental and consequential damages caused by the nonconforming goods, including costs, expenses and losses incurred by HEXAGON, including, without limitation, losses incurred (a) in inspecting, sorting, repairing or replacing nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. Seller agrees that if Seller breaches its obligations hereunder, HEXAGON shall be entitled to all available equitable and legal remedies, including without limitation immediate injunctive relief. HEXAGON's failure to enforce any provisions of the Purchase Order or rights hereunder shall not operate as a waiver of such provisions or rights and the same shall remain in full force and effect.

30. GOVERNING LAW

The Purchase Order shall be governed by the laws applicable in the jurisdiction from which HEXAGON or its subsidiary has issued the Purchase Order, without giving effect to conflicts of law principles, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to such contract. Any actions or proceedings by Seller against HEXAGON shall be brought only in the courts located within the governing jurisdiction.

31. UPDATES; APPLICABILITY

The terms and conditions may be updated from time to time by HEXAGON. The terms and conditions applicable to the Goods and/or Services purchased by HEXAGON shall be the version applicable on the date of payment by Hexagon.