

EDWARDS Standard Terms and Conditions of Purchase**1. Definitions and Contract Structure**

1.1 In these conditions:

"EDWARDS" means Edwards Technologies Trading (Shanghai) Co., Ltd. as stated in the order.

"EDWARDS' Property" means materials, equipment, tool installations or other property belonging to or under the responsibility of EDWARDS.

"These Conditions" mean the terms and conditions set out in this standard terms and conditions of purchase.

"Order" means a formal order or written contract issued by EDWARDS to the supplier to which these conditions are attached and shall include these conditions and any drawings, lists, specifications and attachments thereto.

"Supply Contract" means the terms and conditions for the supply of such goods and/or the provision of such services to EDWARDS as set out in the order for the goods or services and these conditions. In the event of any inconsistency between the terms of the order and these conditions, the terms of the order shall prevail.

"Goods" mean the goods described in an order.

"Services" mean the services described in the order.

"Specification" means the specification of the Goods and/or Services specified or referred to in an order.

"Supplier" means the company or person to whom the order is addressed.

1.2 The supply contract shall not be established until the supplier has accepted the order.

1.3 Any of the following acts shall constitute the final acceptance of the order and these conditions by the supplier: Any written (including electronic) or oral acceptance or commencement of supply of goods or provision of services required by EDWARDS.

1.4 These conditions, together with the supply contract, the order and the annexes, appendices or supplements thereto specifically referred to, constitute the entire agreement between the Parties in respect of the matters contained in the supply contract, the order and supersede all previous representations and agreements, whether oral or written, and will supersede any other terms, if any, which the supplier claims to have relied upon as a condition of its acceptance of the order.

2. Inspection, Delivery and Performance of Goods

2.1 The supplier authorizes EDWARDS to inspect any goods at the supplier's premises or elsewhere at any time prior to delivery of the goods. The supplier shall reasonably inform EDWARDS earlier of the time when any completed goods will be ready for inspection. Inspection of any goods by EDWARDS will not relieve the supplier of its responsibilities and obligations in respect of such goods and does not imply acceptance of such goods by EDWARDS. EDWARDS shall be entitled to waive this right to pre-delivery inspection, and this will not affect its right to reject the goods after delivery.

2.2 The supplier shall deliver the goods in compliance with: (i) price and delivery schedule specified in the order, and (ii) DDP (delivered duty paid), a term in Incoterms 2020, and (iii) the supply contract.

2.3 All goods shall be accompanied by a delivery certificate containing the followings: order number, goods name, supplier name, unit of volume, quantity and delivery location of goods.

2.4 Upon delivery of all or part of the goods, and the ownership of which shall transfer to EDWARDS.

2.5 Within a reasonable period of inspection after delivery, or within a reasonable time thereafter after potential defects in the goods have been revealed, EDWARDS may reject any delivered goods which do not comply with the provisions of the supply contract and shall not be deemed to have accepted any goods (even if EDWARDS has paid for the goods).

2.6 Without prejudice to any other rights EDWARDS may have under the supply contract or other documents, if the supplier fails to deliver the goods in accordance with the terms of the supply contract or if EDWARDS rejects the goods in accordance with Clause 2.5 above, EDWARDS shall have the option to:

(1) Require the supplier, at the supplier's expense, to remove, repair or replace undelivered or rejected goods as soon as reasonably practicable; in this case, the risk of such goods shall thereupon immediately pass to the supplier; and/or

(2) Obtain new goods from a third party, in this case, the supplier shall, upon request, promptly reimburse all reasonable costs and expenses incurred in connection therewith; and/or

(3) Immediately terminate the supply contract and reject any further shipments under the supply contract; and/or

(4) Terminate the supply contract and refuse to accept any further deliveries of the goods from the supplier; and/or

(5) Demand compensation or liquidated damages from the supplier.

2.7 The supplier shall comply with all packaging specifications issued by EDWARDS from time to time and the majority of all packaging provided by the supplier shall be recyclable or reusable; The supplier shall collect packaging from EDWARDS free of charge if requested by EDWARDS.

2.8 EDWARDS reserves the right to require the certificate of raw materials and the certificate of testing of materials and equipment used in the manufacture of the goods.

3. Provision of Services

3.1 Subject to these Terms and Conditions, the supplier agrees to provide to EDWARDS, and EDWARDS agrees to accept, the services (if any) with the scope and content defined in the statement of work attached hereto.

3.2 The supplier shall provide Services in accordance with the following requirements:

(1) Compliance with the requirements of these terms and conditions and annexes, the instructions of EDWARDS and the provisions of the order;

(2) Conformity with industry and national standards (take the higher one as standard except as agreed in the supply contract);

(3) Conformity with the standard of the duty of care to be generally observed in the profession for the type of the services;

(4) In a timely manner;

(5) Compliance with all applicable laws, rules and regulations; and

(6) Any other laws, regulations, provisions and guidance specified in the supply contract (the laws, regulations, etc. referred to in (5) and (6) are collectively referred to as "Relevant Laws").

3.3 The supplier has all relevant qualifications for the provision of the services under the supply contract.

3.4 The supplier shall correct errors or defects in the performance of the services in a timely manner without additional cost.

3.5 The supplier shall not modify or change the scope and content of the services, except as directed in writing by EDWARDS. EDWARDS has the right to instruct the supplier to make changes in the following aspects by written notice at any time during the performance of the contract: (a) specifications, materials and data included in the supply contract; (b) location of performing services; and (c) time of performing services.

If any such change causes an increase or decrease in the cost or time required for the performance of the supply contract, both Parties shall make an equitable adjustment in writing to the price or time of delivery or both. If the Parties fail to enter into a contract for such adjustment of price or time within ten (10) business days (or any other time as may be mutually agreed) after the supplier receives a request from EDWARDS for such changes, EDWARDS may terminate the supply contract by giving a prior notice to the supplier. Except with the express written permission of EDWARDS, EDWARDS shall not be liable for any costs incurred by the supplier in performing any changes or providing additional Services prior to written confirmation of the changes by both Parties.

3.6 The supplier warrants that all services provided under the supply contract shall be of a professional standard and in accordance with generally accepted industry practice. The supplier shall be responsible for developing relevant service standards. If the services provided by the supplier fall below the service standards of EDWARDS, EDWARDS shall be entitled to select a third party to make adjustments and the costs and losses incurred as a result shall be borne by the supplier.

3.7 Working Guidelines and Personnel

3.7.1 The supplier shall provide EDWARDS with experienced staff to form the project team. The project manager shall be mainly responsible for the followings:

(1) Leading the work teams to implement the supply contract;

(2) Quotations and project management;

(3) Assisting EDWARDS in communications with the supplier;

(4) Assisting EDWARDS in developing or adjusting service programs to effectively control the cost of services;

(5) Collecting the opinions of service personnel and assessing the quality of services;

(6) Introducing EDWARDS to the latest information on the supplier of goods and related services;

(7) Assisting in the development and implementation of standardized work processes.

3.7.2 Key personnel The Parties may designate certain supplier's personnel as "Key Personnel" who are critical to the successful performance of the services. The supplier will assign key personnel to perform the services and will not reassign or withdraw any key personnel without the prior written consent of EDWARDS.

3.7.3 Supplier's personnel The supplier shall designate qualified personnel to perform the services in accordance with the supply contract and the statement of work and ensure that its personnel devote sufficient time and effort to perform all services as required to ensure that all services are completed in accordance with the supply contract and the statement of work. The supplier will assume full responsibility for the acts or omissions of its personnel assigned to perform the services. If the services are to be provided at EDWARDS' facility site or at a third-party site designated by EDWARDS, the supplier's personnel shall comply with EDWARDS' safety, health, and environmental processes, rules, regulations, and policies; if the supplier's personnel do not comply with EDWARDS' safety, health, or environmental requirements, EDWARDS may, in its sole discretion, require them to leave the site immediately. If the supplier's personnel or deliverables require access to EDWARDS' facility site or to EDWARDS' information technology system, the supplier shall, at its own expense, (i) ensure that it has conducted legally permissible background checks and screenings on such personnel, to a similar extent to those conducted by EDWARDS on its own employees at the same locations, and (ii) upon the reasonable request by EDWARDS, enter into a contractual relationship with an outside vendor designated by EDWARDS to enable centralized documentation and tracking of the supplier's compliance with such requirements. The supplier shall use its best efforts to ensure the consistency of performance of services by the supplier's personnel. The supplier shall use commercially reasonable efforts to minimize disruptions to EDWARDS' normal business operations. If the performance of services by any supplier's personnel is not acceptable to EDWARDS due to non-conformance to the relevant legal requirements, EDWARDS shall notify the supplier and the supplier shall promptly take reasonable corrective action, including replacing the supplier's personnel. EDWARDS and the supplier agree that such substitutes shall be trained and have a background substantially equivalent to that of their predecessors. Unless otherwise agreed, EDWARDS shall not bear any costs in connection with supplier's replacement of its personnel.

3.7.4 Compliance with the delivery schedule The supplier must follow the delivery schedule without any deviations, the provisions of which are set out in the statement of work. If the supplier reasonably believes that it will be unable to comply with the delivery schedule or any part thereof, the supplier shall immediately notify EDWARDS of the anticipated delay and take immediate corrective action to comply with the delivery schedule (including, but not limited to, overtime, additional manpower, equipment, and other resources). All corrective actions will be at the supplier's sole cost and expense, unless the delay or anticipated delay is caused by EDWARDS, provided that in such exceptional circumstances the Parties will agree on a corrective action plan and cost sharing. If the supplier does not immediately develop and implement a corrective action plan, EDWARDS may implement its own corrective action plan at the supplier's expense.

3.7.5 No Solicitation During the term of the agreement, the supplier shall not employ or recruit any personnel of EDWARDS directly related to the deliverables or services.

3.7.6 Relationship of Both Parties/Independent Contractors Nothing in the supply contract shall be construed to create an agency relationship, labor relationship, franchise, joint venture, or partnership

between the supplier and EDWARDS. Neither party shall have the right to obligate the other party or bind the other party in any way. Unless otherwise agreed, no term of the supply contract will or is intended to confer any rights on any third party. Neither party will make any representation to the contrary. Both parties agree that the supplier will perform its obligations under the supply contract as an independent contractor. The supplier shall exercise its own judgment in connection with all aspects of the services, including, but not limited to, the manner and means of obtaining the requested results, and shall be solely and exclusively responsible for its actions. The supplier reserves the right to exercise general control over, supervise or be responsible for its performance of the supply contract, including hiring, guiding, paying and dismissing the supplier's personnel, and shall comply with employee compensation, unemployment, disability insurance, social security, tax withholding requirements and all other laws, regulations, codes, ordinances and provisions regulating such matters. The supplier shall be solely responsible for all payroll-related taxes (including income tax, social security, and other employment-related taxes and similar taxes). Because of the supplier's status as an independent contractor, EDWARDS shall not be required to and shall not withhold any employment-related income tax or other similar taxes from the price paid to the supplier under the supply contract. The supplier shall comply with all applicable laws and regulations.

3.8 Without prejudice to any other rights EDWARDS may have under the supply contract or other documents, if the supplier fails to provide the services in accordance with the terms of the supply contract and before a specified deadline, or if EDWARDS refuses to accept the services, EDWARDS shall have the option to:

- (1) Require the supplier to re-provide the services as soon as reasonably practicable at the supplier's expense; and/or
- (2) Obtain the services from a third party and the supplier shall reimburse all reasonable costs and expenses related thereto; and/or
- (3) Immediately terminate the supply contract and refuse to accept any further provision of services under the supply contract; and/or
- (4) Demand compensation or liquidated damages from the supplier.

3.9 If the supplier's employees are required to work at an EDWARDS site:

- (1) The risks of the materials used shall be borne by the supplier until transferred to EDWARDS upon EDWARDS' acceptance.
- (2) The supplier shall be responsible for the custody of all property belonging to it or under its control, including, but not limited to, plant, equipment, tools and documents, and shall ensure that such property is reasonably maintained and in good working order and repair and that all necessary certificates and records are attached thereto. The supplier shall provide services so as to ensure that all such property is handled and stored in a manner that will not cause personal injury or death or the loss or destruction of property.
- (3) The supplier shall, at its own expense and responsibility, ensure that all personnel performing the services are equipped with and wearing all safety devices and protective clothing applicable to the provision of the services. The supplier shall not use any tools, equipment or other property owned or controlled by EDWARDS without the written consent of EDWARDS. If the supplier uses such property, it shall be responsible for the use and custody of such property. The supplier shall arrange its own qualified service personnel meeting EDWARDS' requirements, and the supplier and such service personnel shall comply with the safety requirements of field work and EDWARDS' work requirements. If EDWARDS requires such service personnel to perform acts for which they are not qualified, such service personnel shall report to the supplier and the supplier shall arrange for separate qualified personnel to perform the above acts.
- (4) At the EDWARDS site, the supplier shall comply with the rules and regulations of EDWARDS (Detailed rules and regulations will be provided). A work permit must be obtained from EDWARDS prior to the start of work on site. Special attention must be paid to site safety rules, "no smoking" requirements and other warning signs. The supplier's employees shall participate in such safety training as may be required by EDWARDS. The supplier shall arrange for security management personnel.
- (5) EDWARDS shall have the right to request, without giving any reason, the removal of any individual service personnel on the site of EDWARDS.
- (6) Upon request by EDWARDS, the supplier shall, at its own expense, remove all excess materials generated in the execution of its work and shall keep the site in a clean and tidy condition to the satisfaction of EDWARDS. In fulfilling such obligations, the supplier shall comply with all relevant laws, including laws and regulations on the environment and waste disposal, and ensure that it has obtained the appropriate permits and registrations so that it can transport and store the regulated and specific wastes generated by the services.

3.10 Check and Acceptance. The supplier shall notify EDWARDS' project manager in writing when deliverables have been delivered or services have been completed, pending final inspection and acceptance. If EDWARDS determines that the deliverables or services are defective or do not conform to the provisions of the supply contract, EDWARDS will notify the supplier in writing: (a) terminate, in whole or in part, the supply contract or any order relating to any statement of work in accordance with the "Termination for Cause" clause of the supply contract; (b) accept all or part of the deliverables or services at a reasonably reduced price; or (c) reject all or part of the deliverables or services. If EDWARDS rejects the deliverables or services under subparagraph (c), the supplier shall, at its sole expense, promptly re-perform, correct, repair or replace the defective or non-conforming deliverables or services at EDWARDS' option, to comply with the requirements of the supply contract. If the supplier is unable or unwilling to fulfill this obligation within a reasonable time, EDWARDS may fulfill such obligation by itself or have a third party fulfill such obligation at the supplier's expense.

4. Price and Payment

4.1 The price of the goods and services shall be detailed in the order and shall not be raised within the term of the supply contract.

4.2 Unless otherwise agreed, the price payable for goods and services shall:

- (1) Include all applicable taxes, fees and other governmental charges, including but not limited to all sales, use or excise taxes; and

- (2) Include all charges payable from time to time in connection with the packing, crating, carriage by sea, carriage by road, insurance and delivery of the goods or services, and all duties, and fees and taxes (other than VAT) for obtaining licenses and permits. The supplier shall not be entitled to any other reimbursement from EDWARDS unless there is a change in fees as a result of a mutually agreed change or increase or decrease in certain items in the course of performance and such change in fees has been confirmed by both parties in writing;

- (3) Include all items, intellectual property and services necessary for or incidental to the provision of deliverables and services under the supply contract and applicable statement of work.

4.3 Payment for the goods or services shall be made by EDWARDS within the last five (5) business days of the month following the month in which the supplier's official, complete and correct invoice (reflecting the official order number) is received. The above invoice shall only be issued by the supplier upon delivery of the relevant goods to EDWARDS or upon completion of the relevant services.

4.4 EDWARDS may withhold payment of any disputed amounts or amounts included in the invoice without adequate supporting documentation. EDWARDS shall be entitled to set-off against the total amount owed to it by the supplier, whether or not the amount owed is under the same supply contract as the amount due.

5. Property of EDWARDS

The supplier shall be solely responsible for, maintaining and, if necessary, accordingly adjusting EDWARDS' property (including the custody and protection of EDWARDS' property), and, while in possession of EDWARDS' property, the supplier shall, at the request of EDWARDS, promptly replace or repair the lost or damaged EDWARDS' property. The supplier shall stamp, add labels or otherwise mark all relevant EDWARDS' property in its possession with the EDWARDS' name and/or logo as an indication of EDWARDS' ownership. The supplier agrees not to remove such ownership markings and to store EDWARDS' property in a specially designated area on supplier's premises. The supplier will return such property immediately upon request and will allow EDWARDS' personnel to access its premises for the purpose of moving EDWARDS' property.

6. Warranties and Guarantees

6.1 Each party hereby represents and warrants to the other as follows:

- (1) It is a company registered and validly existing under the laws of the jurisdiction in which it is incorporated;
- (2) It is an independent legal entity capable of suing, being sued and being able to enter into a contractual relationship with any other party by which it is bound.
- (3) It has completed or obtained all necessary and applicable internal authorization procedures, governmental permits and approvals or third-party consents for the execution and performance of the supply contract and the order;
- (4) Its performance of the supply contract and the order is and will not violate any applicable law, its constitutive documents or any contract to which it is a party; and
- (5) These terms and conditions constitute legal, valid and binding obligations for it and are enforceable against it in accordance with the terms and conditions of the supply contract.

6.2 General Warranties The supplier warrants that each of its personnel has the appropriate skills, is properly trained and has a suitable background to perform the tasks to which he or she is assigned and that all services will be performed by qualified personnel under the direction and control of the supplier in a proper and professional manner and in accordance with the highest standard of the service of a similar nature provided by a reputable service provider in the industry. All deliverables provided to EDWARDS in the form of software are free of code capable of destroying, disabling, damaging or shutting down the computer system or the software or hardware components thereof, or other contents that are likely to interfere with EDWARDS' use of any software. Unless otherwise agreed in the order or any statement of work, EDWARDS shall be entitled to use for any purpose any ideas, methods, techniques, materials and information obtained by it or otherwise obtained as a result of the supply contract or any statement of work, without limitation, liability or obligation of any kind.

6.3 Warranties for services and deliverables The supplier warrants that for a period of two (2) years, or such longer period as set forth in the applicable statement of work, from the date of acceptance by EDWARDS (the "Warranty Period"), the deliverables and services (including all substituting or corrected deliverables and services or components): are free from any defects in materials, workmanship and design, even if EDWARDS has approved such design; comply with applicable drawings, designs, quality control plans, goods specifications and samples and other instructions provided or presented by EDWARDS; is merchantable; are fit for its intended use and will perform as intended; comply with all laws; are free from any and all liens or other encumbrances on rights; do not infringe any patents, published patent applications or other third-party intellectual property rights; and do not use misappropriated third-party trade secrets.

6.4 In addition to and in connection with any components or materials used in the goods and provision of the services, the supplier shall also:

- (1) Describe in full detail all immediate or long-term potential hazards or risks, including, but not limited to, toxic or flammable substances, and harmful results from inhalation or direct contact or direct or indirect use;
- (2) Provide full details relating to the most appropriate security precautions, including those relating to their use or handling;
- (3) Properly and conspicuously mark all containers containing dangerous, toxic or other hazardous goods for the protection of persons handling or coming into contact with the container;
- (4) Notify EDWARDS of any goods or materials used in its manufacture or containing ozone-depleting substances before supplying any goods or using any materials in the provision of services.

6.5 The supplier warrants that the performance of all services (including, but not limited to, design work) will:

- (i) be conducted in a safe and delicate manner and in accordance with best practice practices and to the degree of skill, care and diligence required of a skilled and experienced contractor in the supplier's industry,
- (ii) act in full compliance with all relevant safety laws and regulations, information, warnings, and (iii) ensure that the work it performs (i.e. the service objective) is free from defects in materials and workmanship and is fit for its purpose.

6.6 Without prejudice to any other rights EDWARDS may have under the supply contract or otherwise under the Documents, at EDWARDS' option, the supplier shall, within twelve (12) months of the date of acceptance of the goods or completion of the Services, replace or repair, at its own expense, any defective Goods and remedy any defect, failure or other damage to EDWARDS arising from a breach of the warranty in this clause 6 remedy for damage. If the supplier fails to take remedial action within a reasonable period of time (depending on the nature of the defect), EDWARDS may carry out the work itself or instruct a third party to do so at the supplier's risk and expense.

6.7 Within twelve (12) months following the date of acceptance of the repair, modification or replacement of any part or material under this Section 6, the supplier shall, at its own expense, replace or repair such part or material if, in the judgment of EDWARDS, such part or material is deemed defective.

6.8 The supplier agrees to transfer or assign the benefit of any warranty or guarantee to which EDWARDS is entitled hereunder to any subsequent user or purchaser, and the supplier agrees to execute such documents as may be necessary to accomplish this purpose.

7. Indemnity and Insurance

7.1 The supplier shall hold EDWARDS harmless and indemnify EDWARDS in respect of any liabilities, losses, costs (including legal fees), expenses, damages, death or injury arising out of or in connection with: (i) Defects in design (other than designs developed or supplied by EDWARDS), parts or materials, or defects in the workmanship of the goods or services, or the supplier's breach of the supply contract (including any delay in the delivery of the goods and/or provision of the services), or (ii) any negligence, willful non-performance or wrongful act or omission of the supplier or its employees, subcontractors or agents, except to the extent that such liabilities, losses, costs, expenses, damages or injuries are caused by the negligence of EDWARDS except to the extent that such liabilities, losses, costs, expenses, damages or injuries are caused by the negligence of EDWARDS.

7.2 The supplier agrees to indemnify EDWARDS against any and all losses suffered by EDWARDS (including the cost of any goods recall suffered by EDWARDS as a consequence of its receipt of defective Goods) in respect of any third-party claim for injury or death or other damage arising from a breach of the warranty in Section 6 above or from a defect in the quality of the goods and/or services.

7.3 The supplier shall arrange and maintain, at its own expense, all necessary insurance on terms satisfactory to EDWARDS.

7.4 Notwithstanding anything to the contrary, EDWARDS shall not be liable to the supplier for any consequential, incidental, indirect, multiple, exemplary damages, or any loss of business income, loss of profits, interruption of production, loss of business, loss of savings or loss of goodwill arising out of or in connection with the supply contract, even if EDWARDS has been advised of the possibility of such damages. In no event shall any liability of EDWARDS to the supplier arising out of the supply contract (including the liability for breach of any term of the supply contract) exceed the total price corresponding to the goods or services provided by the supplier under the supply contract.

8. Intellectual Property Right and Non-Disclosure

8.1 All intellectual property rights, including patents, trademarks, service marks, design rights (whether registered or not), copyrights (including any future copyrights), and applications for the same, arising out of work performed or prepared by supplier for EDWARDS or in connection with the tool installations provided by, on behalf of, or at the expense of EDWARDS, shall belong to EDWARDS, and the supplier agrees that it will execute all documents and do all other things reasonably required at EDWARDS' expense, (i) to assign such rights to EDWARDS, and (ii) to otherwise assist EDWARDS in applying for and obtaining such rights.

8.2 Title to all goods and materials (including but not limited to photographs, drawings, illustrations, photographic negatives and positives, bromides, recordings, dailies, physical carriers of computer software, tool/tool installation, and mounts and moulds) supplied by or on behalf of EDWARDS to the supplier or prepared, manufactured or obtained by the supplier exclusively for or in connection with the performance of the supply contract to EDWARDS shall belong to EDWARDS and shall be handed over to EDWARDS in good condition and free of charge as soon as EDWARDS so requests, and the supplier shall not use such goods or materials in the non-performance of the supply contract or dispose of such goods or materials without the prior written consent of EDWARDS.

8.3 The supplier shall keep confidential all information and documents provided by EDWARDS to the supplier or otherwise obtained by the supplier in connection with EDWARDS' business or created or produced by or on behalf of the supplier specifically for or in connection with the performance of the supply contract to EDWARDS and shall not use such information and documents or cause such information and documents to be used by a third party other than for the purpose of the supply contract or without the express prior written consent of EDWARDS.

8.4 The provisions of Clause 8.3 above shall survive the termination of the supply contract for whatever reason or the completion of the supply contract.

8.5 The provisions of Clause 8.3 above do not apply to any information and documents that are already in the public domain or that have entered the public domain through no fault of the supplier.

8.6 Without prejudice to Clause 8.3 above and Clause 12.1 below, if the supplier assigns or subcontracts any part of the supply contract to another person, the supplier shall ensure that such person agrees to be bound by the provisions of Clauses 8.1 to 8.5 (both inclusive) above as if it were a party to the supply contract and the supplier shall indemnify EDWARDS for the consequences of its failure to exercise due diligence to indemnify EDWARDS for the consequences of its failure to exercise due diligence, including claims made by such person (which claim is not available to a party to the supply contract).

8.7 The supplier warrants that the sale, possession, distribution or use of the goods to be supplied and/or the provision of the services to be provided will not infringe any third party's intellectual property rights, including patents, designs (whether registered or not), copyrights, trade and service marks (whether registered or not) and undertakes to indemnify EDWARDS, its employees, managers, hires, agents, successors, assigns and customers (hereinafter referred to as the "Indemnified Parties") in respect of all royalties or license fees (as yet unspecified) and hold harmless the indemnified parties from and against all damages, costs, losses or

expenses suffered by the Indemnified Parties in connection with the breach of this undertaking and for which the indemnified parties may be liable. With respect to claims that the goods and services infringe any third party's intellectual property rights, the supplier will give the Indemnified Parties all support and assistance reasonably required in defending such claims. EDWARDS reserves the right to terminate the supply contract immediately by written notice and without liability as soon as EDWARDS considers that a claim may arise under this undertaking.

8.8 The supplier may not refer to EDWARDS in its advertising, text or communications without the prior written consent of EDWARDS. The supply contract does not authorize the supplier to use any of its names, trademarks or logos without the prior written consent of EDWARDS.

9. Special Tools, Clamps or Fasteners

Plate, gas tank or tool installation designed, prepared or manufactured exclusively for EDWARDS shall not be used for the benefit of any other person (legal or illegal) or company, and shall not be removed, altered or destroyed without the prior written consent of EDWARDS. EDWARDS reserves the right to require the supplier to transfer such items to a third party designated by EDWARDS, and such items shall become the property of EDWARDS upon completion or earlier termination of the supply contract.

10. Force Majeure

No delay or failure in performance by either party due to causes beyond its control and not due to its fault or negligence (a "Force Majeure Event") shall constitute a default, provided that any delay or failure in performance due to a default by a sub-supplier of the supplier shall be waived only if: (a) Neither the supplier nor the sub-supplier can control the default and neither the supplier nor the sub-supplier is at fault or negligent, and (b) the deliverables or services to be supplied are not available from other sources to enable the supplier to meet the delivery schedule agreement in case of sufficient time. The ability of the supplier to sell deliverables or services at a more favorable price or the supplier's economic difficulties in purchasing raw materials or carrying out the necessary processing for production shall not constitute a force majeure event. A party affected by a force majeure event shall promptly notify the other party in writing, giving full details of the occurrence and expected duration of the force majeure event and shall use its best endeavors to remedy the delay in performance (if remedies are available for such delay). In the event of delayed delivery by the supplier, EDWARDS may, at its sole option, cancel the delivery due during the force majeure event or choose to extend the performance period to cover the time of delay caused by the force majeure event. In case of a force majeure event that adversely affects EDWARDS' supply of deliverables or services, the proportion of the deliverables and services provided by the supplier to EDWARDS in its total produced deliverables and services shall be at least consistent with the proportion of the deliverables and services provided to EDWARDS before the force majeure event in its total produced deliverables. EDWARDS may cancel the supply contract or any statement of work or any purchase order under any statement of work in whole or in part and without liability if delivery of any deliverable or service is delayed by more than thirty (30) days.

11. Default and Termination

11.1 Breach of Contract

11.1.1 General Indemnification For claims arising out of the negligent acts or omissions, or willful misconduct of the supplier or its personnel, the supplier's breach of the terms of the supply contract, the supplier's breach of labor laws, or claims relating to benefits in connection with the supplier's provision of services under the supply contract, or the supplier's or its personnel's or its personnel's information, property, or funds of EDWARDS' or its personnel's any and all third-party claims arising out of, resulting from, or relating to theft or other misappropriation and related losses, costs, expenses, damages, claims, suits, or liabilities, including reasonable attorneys' and professional fees and costs, and costs of settlements, compromises, judgments or awards incurred or asserted by the indemnified parties ("Losses"), the supplier shall, at its own expense, defend, hold harmless and indemnify EDWARDS and its subsidiaries, affiliates, agents, and their respective employees, directors, shareholders, hires, and customers of EDWARDS (collectively, the "Indemnified Parties").

11.1.2 IPR Indemnification For any and all losses arising from, resulting from or related to any of the following claims: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of trade secrets; or (c) violation of any third party's intellectual property rights, the supplier shall defend, hold harmless and indemnify the indemnified parties at its own expense. If any injunction or restraining order is issued, the supplier shall, at its own expense, obtain for the indemnified parties the right to continue commercial use of the goods and services and the right to continue commercial use of the trade secrets alleged to have been improperly obtained, or to replace or modify the goods and services so that they do not constitute infringement.

11.1.3 Right to Defend The supplier shall have the right to defend and settle (if the supplier confirms in writing its liability for such claims) any claim or claim set out above in this Indemnity and Remedies clause, but in no event shall the supplier enter into any settlement without the prior written consent of EDWARDS. EDWARDS may engage in advocacy or negotiation to protect its interests. If the supplier fails to defend or settle any damages in a timely and appropriate manner, EDWARDS shall have the option to take over the defense and settlement of the damages and the supplier shall be responsible for the costs thereof. The supplier shall pay all costs, fees (including reasonable attorneys' and professional fees and costs), awards, judgments, and settlements immediately when due, and the supplier shall provide EDWARDS with all information, assistance, and authority to assist EDWARDS in the defense and settlement of the claim or petition.

11.1.4 If the delivery is not completed as required and within the specified period due to the supplier without the prior consent of EDWARDS, the supplier shall compensate EDWARDS for the loss, bear the increased cost of the services and pay to EDWARDS a liquidated damages of [20%] of the service fee for the supply contract.

11.1.5 If the supplier subcontracts its obligations under the supply contract or delegates a third party to perform its obligations under the supply contract without the written consent of EDWARDS, or if any of the

services provided under the supply contract are defective in any respect, the supplier shall pay to EDWARDS a liquidated damages of [20%] of the service fee for the supply contract.

11.1.6 If the above liquidated damages do not cover EDWARDS' losses, the supplier shall indemnify EDWARDS in full for all losses and the supplier shall hold EDWARDS harmless from all losses suffered by any person or property as a result of any accident or damage arising out of or in connection with the use of the foregoing services and as a result of the foregoing defects.

11.2 Termination

11.2.1 These conditions shall take effect from the date of signature by the parties, and shall remain effective unless earlier terminated by the parties in accordance with the relevant provisions of the supply contract.

11.2.2 Termination for Convenience Notwithstanding anything to the contrary in the supply contract or a statement of work, EDWARDS may terminate the supply contract or any statement of work or any Purchase order in whole or in part at any time upon (30) days' prior written notice and shall have no liability or obligation for undelivered deliverables or services not provided, whether or not such termination is justified.

11.2.3 Termination for Cause The Non-defaulting Party may terminate the supply contract or any statement of work or any purchase order under any statement of work, in whole or in part, if the other party is in material default and fails to cure the default or is materially unable to do so within (15) days after receipt of written notice setting forth the cause of its default. Material breaches include, but are not limited to, breaches of Sections 6, 8, 12 of these conditions, late delivery or delivery of non-conforming deliverables or services. If a party becomes insolvent, or files a petition or commences litigation in connection with bankruptcy, financial liquidation, reorganization or assignment for the benefit of creditors or similar matters, or becomes subject to litigation as a result of any of the foregoing, the other solvent party may immediately terminate the supply contract or any statement of work or any purchase order under any statement of work by written notice.

11.2.4 Effect of Termination If EDWARDS terminates for convenience or terminates for cause the supply contract or any statement of work or all or part of a purchase order related under any statement of work, EDWARDS' sole liability to supplier, i.e. supplier's sole and exclusive remedy, is to make payment to EDWARDS for deliverables or services received and accepted prior to termination. Any damages suffered by EDWARDS as a result of the termination may be deducted from such payments. Upon termination, EDWARDS may require the supplier to transfer title to and make delivery of any completed deliverables to EDWARDS, and EDWARDS will pay the price under the purchase order for such deliverables after deducting any damages suffered by EDWARDS. EDWARDS may also require supplier to transfer to EDWARDS title to and make delivery of any property produced or acquired by supplier in fulfillment of this Purchase order. EDWARDS will pay the supplier the reasonable value of such property, but not more than the supplier's actual cost, or the corresponding value under the purchase order, whichever is lower.

11.2.5 Vicarious Performance If EDWARDS terminates the supply contract or any statement of work, in whole or in part, for cause, EDWARDS may, without prejudice to any other rights or remedies available to EDWARDS, provide or perform, or require a third party to provide or perform, under the applicable statement of work and supply contract, those deliverables or services that are not provided or performed at the time of termination all or any part of them. All incremental costs incurred by EDWARDS in the course of delivering the deliverables or performing the services by itself (or by requiring a third party), including reasonable overheads, incidental expenses and reasonable attorneys' and professional fees, shall be borne by the supplier or deducted from any amounts due (or to be due) to the supplier. The "additional cost" mentioned in the previous sentence refers to the difference between the cost agreed by EDWARDS for the timely and satisfactory services and deliverables provided by the supplier and the cost of EDWARDS for the substitute supplier to provide alternative performance.

11.2.6 Continued Performance The supplier shall continue to perform those portions of the supply contract or any statement of work or any purchase order under any statement of work that are not terminated for convenience or cause.

12. EDWARDS Code of Conduct and Ethical Procurement Policy

12.1 The supplier acknowledges that EDWARDS has a code of ethics (hereinafter referred to as the "Code of Conduct") and implements an ethical procurement policy (hereinafter referred to as the "Ethical Procurement Policy") covering the areas of labour, safety and environment. <The copies of the ethical procurement policy and code of conduct are available at <https://www.atlascopcogroup.com/en/sustainability/living-by-the-highest-ethical-standards/code-of-conduct> or can be obtained from EDWARDS. EDWARDS expects the

supplier to maintain high standards of integrity in all its business contacts at all times and to foster the highest standards of professional competence in all its activities. To this end, in the course of providing goods and/or services to EDWARDS, the supplier agrees that it will not knowingly engage in any conduct that is contrary to the code of conduct. Further, neither EDWARDS' employees nor managers have the authority to recommend or license the supplier to conduct in a manner inconsistent with the code of conduct.

12.2 If the supplier commits a material breach of the code of conduct (or EDWARDS has reason to believe that the supplier is in breach of the code of conduct) and, to the extent the breach can be remedied, the supplier fails to remedy the breach within the time period specified by EDWARDS to remedy the breach after receiving written notice of such breach from EDWARDS, EDWARDS shall have the right to terminate its business relationship with the supplier and any related agreements. After considering the severity and nature of the violation, EDWARDS shall make a reasonable decision as to the length of the remedy period.

13. Other General Provisions

13.1 The supply contract shall inure to the benefit of the parties and their respective acknowledged successors and assigns and shall be binding on such said parties. The supplier shall not assign its rights or obligations under any supply contract or subcontract all or any part of the required work without the prior written consent of EDWARDS. EDWARDS shall have the right to revoke, at its discretion, any assignment or subcontracting without the written consent of EDWARDS.

13.2 Time is of the essence for the supplier to fulfil the supply contract. If delivery is more than [15 days] late, in addition to all other remedies under these conditions, EDWARDS shall have the option to cancel all or any

part of the affected order or to terminate the supply contract outright.

13.3 The terms or provisions of the supply contract shall not be enforceable by third parties (i.e. anyone other than the parties and the parties' respective permitted successors and assigns).

13.4 EDWARDS' failure to exercise or delay in exercising any power, right or remedy under the supply contract shall not constitute a waiver of such power, right or remedy and the exercise by EDWARDS of any power, right or remedy, individually or in part, shall not preclude any other or further exercise of that power, right or remedy or the exercise of any other power, right or remedy. Only waivers of EDWARDS made in writing shall be valid.

13.5 The supply contract constitutes the full agreement between EDWARDS and the supplier in respect of the sale and purchase of the goods and/or services. Supplements or modifications to the supply contract shall only be valid if agreed to in writing by EDWARDS.

13.6 All notices relating to the supply contract ("Notices") must be made in writing. Notices to the parties shall be sent to the respective addresses listed below. Any notice delivered by hand shall be deemed to have been served on the day of service; notice sent by recognized overnight courier shall be deemed to have been served on the next business day; notice sent by registered mail, postage prepaid, shall be deemed to have been served three (3) business days after the notice is sent; notice sent by facsimile or electronic mail to the following address or number or to such other address or number as may be otherwise provided in writing by either party shall be deemed to have been served upon confirmation that the voucher is properly transmitted.

If sent to EDWARDS:

[Please enter the legal entity of EDWARDS]

[Please enter department]

[Please enter the business address of EDWARDS]

Recipient: [Please enter the name and title of EDWARDS contact]

Fax: [Please enter the fax number of EDWARDS]

Email address: [Please enter the email address of EDWARDS]

If sent to the supplier.

[Please enter the legal entity of the supplier]

[Please enter department]

[Please enter the business address of the supplier]

Recipient: [insert name and title of the supplier's contact]

Fax: [please enter the supplier's fax number]

E-mail address: [Please enter the e-mail address of the supplier's contact]

13.7 All supply contracts, acceptances, communications, specifications and other documents shall be governed by and construed in accordance with the laws of the People's Republic of China (hereinafter referred to as "China", excluding for the purposes of the supply contract the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan). If the dispute between the parties cannot be resolved, either party may refer the dispute to the Shanghai International Economic and Trade Arbitration Commission (hereinafter referred to as "SITC") for arbitration in accordance with the arbitration rules of SITC in force at the time of the application for arbitration. The venue of arbitration shall be Shanghai, China, and the arbitral tribunal shall consist of three arbitrators (both parties shall choose one arbitrator each, and both parties shall jointly elect or entrust SITC to appoint the third arbitrator). The arbitration award should be final and binding upon both parties.

13.8 If any term or provision of a supply contract is declared by any judicial body of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the supply contract shall remain in full force and effect to the fullest extent permitted by the relevant law.

13.9 Priority In the event of a conflict between documents applicable to the supply contract, the priority for resolving such conflict shall be (in descending order): (a) the signed statement of work, solely for the purpose of that particular statement of work; (b) the order; (c) the annexes, appendices and other schedules under the supply contract; (d) the specifications, plans, drawings, designs, procedures, processes, instructions and directions for the Goods; and (e) these conditions. For purposes of clarification, the signed statement of work may only change those terms under the order relating to the scope and cost of the deliverables and services specified in connection with that particular statement of work.

13.10 The headings in these conditions are for convenience only and do not affect the interpretation.

13.11 All laws, regulations and operating procedures referred to shall be deemed to include all amended or revised versions and re-enactments made from time to time.