

| | | | |
|--|---------------------------------|--------------------|---------------------------|
| Purchase Order Terms & Conditions | | CMR1001.doc | |
| Printed Copies are not controlled <small>The use of this copy is the responsibility of the person printing it. Published copies shall be maintained /replaced a when change occurs.</small> | Process Owner: Dept 99 | Issue 2 | Date 07/01/2017 |
| | Technical Owner: Dept 99 | | |
| <i>The information in this document is proprietary to Cross Mfg and may not be copied or communicated to a third party without express written consent from Cross Mfg.</i> | | | Page 1 of 6 |

Definitions

| | |
|--------------------------|--|
| Agreement | Means the agreement between Cross and the Supplier (including the terms of any Purchase Order issued by Cross). |
| Confidential Information | Means (i) information that ought reasonably to be considered by the receiving party as confidential (however it is conveyed or on whatever medium it is stored), including but not limited to specifications, drawings, technical information, process descriptions and financial information (all of which shall be presumed confidential); (ii) information marked as "confidential"; and (iii) information expressly stated by the disclosing party to be confidential. |
| Cross | Means Cross Manufacturing Company (1938) Limited registered in England and Wales (Reg. Co. No. 00342798) whose registered office is Midford Road, Combe Down, Bath, BA2 5RR. |
| Cross Policies | Means Cross Manufacturing Code of Conduct (CMR578), DRC Conflict - Free Sourcing (CMR656), and Cross Purchase Order Requirements Manual (CMR1000). |
| Purchase Order | Means a Purchase Order for goods or services issued by Cross under the Agreement. |
| Supplier | Means the subcontractor or supplier under the Agreement. |
| Supply | Means the supply of goods and/or services under the Agreement. |
| Replacement Period | For raw materials: 20 working days For subcontract services: 10 working days In all other cases: 5 working days |

1. Acceptance of Terms

- 1.1 Acceptance of a Purchase Order is expressly limited to these Purchase Order Terms and Conditions (CMR1001). Cross hereby notifies Supplier in advance that Cross objects to any terms and conditions included with Supplier's quotation, invoice or other document which are additional to or different from the terms of these Purchase Order Terms and Conditions, and none of such additional or different terms shall be part of the contract between Supplier and Cross, unless specifically accepted by Cross in writing.
- 1.2 A Purchase Order shall be irrevocably accepted by Supplier upon the earlier of: (a) Supplier's issuing any acceptance or acknowledgement of a Purchase Order; or (b) Supplier's commencement of the work called for by a Purchase Order in any manner. These Purchase Order Terms and Conditions take precedence over any additional or different terms in any other document connected with the transaction unless such additional or different terms are: (a) part of a written agreement which has been negotiated between the parties and which the parties have expressly agreed may override these terms in the event of a conflict; or (b) set forth on the Purchase Order to which these terms are attached.

| | | | |
|--|---------------------------------|--------------------|---------------------------|
| Purchase Order Terms & Conditions | | CMR1001.doc | |
| Printed Copies are not controlled <small>The use of this copy is the responsibility of the person printing it. Published copies shall be maintained /replaced a when change occurs.</small> | Process Owner: Dept 99 | Issue 2 | Date 07/01/2017 |
| | Technical Owner: Dept 99 | | |
| <i>The information in this document is proprietary to Cross Mfg and may not be copied or communicated to a third party without express written consent from Cross Mfg.</i> | | | Page 2 of 6 |

2. Warranty

2.1 The Supplier warrants that the Supply:

- 2.1.1 shall conform in all respects with the requirements of the applicable Purchase Order, including the Purchase Order Requirements Manual (CMR1000), these Purchase Order Terms and Conditions (CMR1001) and all specifications provided by Cross (including any specifications supplied to Cross by its customers);
- 2.1.2 be free from defects in design, material and workmanship;

2.2 The Supplier further warrants that the technical information and any equipment put at its disposal are fit for the proper provision of the Supply.

2.3 If any Supply provided under the Agreement does not conform to the warranties in clause 2.1, or is otherwise not in conformity with the terms of this agreement, then, without limiting any other right or remedy that Cross may have, Cross may reject the Supply; and

2.3.1 require the Supplier to repair or replace the rejected Supply at the Supplier's risk and expense within the Replacement Period, failing which Cross shall be entitled to: cancel any Purchase Order where Supplier fails to repair/replace within the Replacement Period; and require the Supplier to repay the price of the rejected Supply in full; and

2.3.2 claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Supply that is not in conformity with the terms of this Agreement.

2.4 Cross' rights and remedies under this clause 2 are in addition to the rights and remedies available to it in respect of the statutory conditions implied into this agreement by law.

3. Late Delivery

3.1 If a Purchase Order is not delivered on the delivery date specified in the Purchase Order, then, without limiting any other right or remedy Cross may have, Cross may:

- 3.1.1 refuse to take any subsequent attempted delivery of the Purchase Order
- 3.1.2 terminate the Agreement, or any Purchase Order raised under the Agreement with immediate effect;
- 3.1.3 obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by Cross in obtaining such substitute products; and
- 3.1.4 claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Purchase Order on the delivery date

| Purchase Order Terms & Conditions | | CMR1001.doc | |
|--|---------------------------------|-------------------|---------------------------|
| Printed Copies are not controlled <small>The use of this copy is the responsibility of the person printing it. Published copies shall be maintained /replaced a when change occurs.</small> | Process Owner: Dept 99 | Issue 2 | Date 07/01/2017 |
| | Technical Owner: Dept 99 | | |
| <i>The information in this document is proprietary to Cross Mfg and may not be copied or communicated to a third party without express written consent from Cross Mfg.</i> | | | Page 3 of 6 |

provided that the Supplier shall have no liability for any failure or delay in delivering a Purchase Order to the extent that such failure or delay is caused by Cross' failure to comply with its obligations under the Agreement.

4. Confidentiality

- 4.1 Subject to the further provisions of this clause 4, each party undertakes not to disclose any Confidential Information exchanged or transmitted in connection with the Agreement (including any Confidential Information of any customer of Cross) and not to publicise the Agreement, and/or any Purchase Orders which are or may be placed in connection with the Agreement, without the prior written consent of the other party.
- 4.2 Cross shall be entitled to disclose Confidential Information relating to the Supplier's terms of business (including but not limited to pricing and payment information) to its customers without the prior written consent of the Supplier.
- 4.3 The Supplier acknowledges and agrees that it may from time to time be required by customers of Cross to enter into further confidentiality undertakings and agrees to do so provided that such undertakings are reasonable.
- 4.4 The Supplier undertakes, in relation to any Confidential Information disclosed to it (whether belonging to Cross or to any customer of Cross), to:
- 4.4.1 use such information for the sole purpose of performance of the Supply;
 - 4.4.2 take such steps as are reasonably necessary to make its employees and contractors aware of the confidential nature of such information;
 - 4.4.3 take such steps as are reasonably required to ensure the protection of such information;
 - 4.4.4 require each of its subcontractors in receipt of such information to provide similar confidentiality undertakings (in writing).
- 4.5 The undertakings in clauses 4.1 and 4.4 shall not be applicable:
- 4.5.1 if the party receiving the information is able to establish that it was in possession of the Confidential Information before it was disclosed by the other party;
 - 4.5.2 if the party receiving the Confidential Information is required to disclose such information to any government or regulatory authority (provided that in such circumstances the party receiving such information shall advise the disclosing party, as soon as is reasonably practicable, of any such disclosure requirement);
 - 4.5.3 if the Confidential Information is or becomes public or generally known within the industry; or
 - 4.5.4 if the Confidential Information is given to the party receiving it from a bona fide third party, who

| | | | |
|--|---------------------------------|-----------------------|---------------------------|
| Purchase Order Terms & Conditions | | CMR1001.doc | |
| Printed Copies are not controlled <small>The use of this copy is the responsibility of the person printing it. Published copies shall be maintained /replaced a when change occurs.</small> | Process Owner: Dept 99 | Issue 2 | Date 07/01/2017 |
| | Technical Owner: Dept 99 | | |
| <i>The information in this document is proprietary to Cross Mfg and may not be copied or communicated to a third party without express written consent from Cross Mfg.</i> | | | Page 4 of 6 |

4.5.5 acquired it without breaching the undertakings.

4.6 The obligations of confidentiality set out in this clause shall be effective from the disclosure of the Confidential Information and shall remain in force after the expiry or termination of the Agreement.

4.7 On expiry or termination of the Agreement (or on completion of any Purchase Order, as appropriate) each party will (a) return all copies of Confidential Information to the disclosing party; and (b) delete all Confidential Information of the disclosing party held in non-tangible form, if requested to do so.

5. Export Control

5.1 Each party agrees to comply with the export laws and regulations of the United Kingdom, the United States of America and any other applicable jurisdiction ("**Export Laws**") together with any instructions and/or policies, relating to export control, provided by Cross' customers to ensure that any items (including but not limited to technical data and physical products) provided by or supplied to Cross in connection with the Supply (including any such items to be provided by Cross to Cross's customers) are not:

5.1.1 exported, disclosed or transferred (directly or indirectly) in violation of Export Laws; or

5.1.2 intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical, or biological weapons proliferation.

5.2 The Supplier shall provide all such cooperation and information as may be required by Cross (or by any customer of Cross) from time to time to ensure compliance with the Export Laws, at no additional cost to Cross.

6. Performance Control

6.1 The Supplier shall ensure that its quality control systems meet the quality requirements of any relevant customer of Cross (as notified to the Supplier by Cross from time to time) and as set out in the Purchase Order Requirements Manual (CMR1000) in its then current edition applicable on the day of issue of the Purchase Order.

6.2 The Supplier warrants that it shall not, in providing the Supply, infringe the intellectual property rights of any third party and further indemnifies Cross against all liabilities, costs, expenses, damages and losses suffered or incurred by Cross in connection with any claim made against Cross for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Cross' use of Supply.

6.3 Throughout the provision of the Supply, and upon prior notice, the Supplier shall permit Cross and the representatives of any relevant official authorities or any relevant customer of Cross to have unlimited access, during business hours, to its premises and to any document for the purpose of verifying compliance with all applicable performance controls.

| | | | |
|---|---------------------------------|-----------------------|-------------------------------|
| Purchase Order Terms & Conditions | | CMR1001.doc | |
| <p>Printed Copies are not controlled <small>The use of this copy is the responsibility of the person printing it. Published copies shall be maintained /replaced a when change occurs.</small></p> | Process Owner: Dept 99 | Issue 2 | Date 07/01/2017 |
| | Technical Owner: Dept 99 | | |
| <i>The information in this document is proprietary to Cross Mfg and may not be copied or communicated to a third party without express written consent from Cross Mfg.</i> | | | Page 5 of 6 |

7. Payment and Delivery Terms

- 7.1 The "Payment Start Date" is the later of (i) the date of receipt of valid invoice by Cross or (ii) the date the Supply is received at Cross' premises.
- 7.2 Payment shall be made 30 days End of Month (EOM) from the "Payment Start Date". Each invoice shall quote the relevant Purchase Order number. Invoices not quoting the relevant Purchase Order number will be rejected.
- 7.3 Unless otherwise set forth on the Purchase Order the price for all Supplies provided under this Agreement shall include delivery to Cross premises, except in the case of Purchase Orders relating to the EU or rest of world which will be supplied DAP - Cross premises (Incoterms 2010).

8. Compliance with Laws

- 8.1 For the purpose of provision of the Supply, the Supplier shall comply with all relevant English and European legislation and regulations including, but not limited to, those relating to personnel, health, hygiene, safety, traceability of supplies and protection of the environment.
- 8.2 The Supplier shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010;
- 8.3 The Supplier shall inform Cross of any changes to any applicable legislation or regulation (as set out in clause 8.1) that might affect the Supply under the Agreement.
- 8.4 The Supplier shall procure that its subcontractors comply with the terms of this clause 8. In the event of a breach by the Supplier of any of the obligations set out in this clause 8, Cross may immediately terminate all Purchase Orders.

9. Compliance with Cross Policies

- 9.1 The Supplier acknowledges that it has read and understands the Cross Code of Conduct policy and the DRC Conflicts policy, which may be updated or modified by Cross from time to time (collectively "**Cross Policies**"), and which can be located at <http://www.crossmanufacturing.com> The Supplier agrees to fully comply with Cross Policies with regard to provision of Supply under the Agreement.
- 9.2 The Supplier agrees not to pay, promise to pay, give or authorise payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with a Purchase Order.

| | | | |
|---|---------------------------------|-----------------------|---------------------------|
| Purchase Order Terms & Conditions | | CMR1001.doc | |
| <p>Printed Copies are not controlled <small>The use of this copy is the responsibility of the person printing it. Published copies shall be maintained /replaced a when change occurs.</small></p> | Process Owner: Dept 99 | Issue 2 | Date 07/01/2017 |
| | Technical Owner: Dept 99 | | |
| <i>The information in this document is proprietary to Cross Mfg and may not be copied or communicated to a third party without express written consent from Cross Mfg.</i> | | | Page 6 of 6 |

| Issue | Date | Change Details | Process Approval | Technical Approval | External Approval |
|-------|------------|---|--------------------------|--------------------|-------------------|
| 1 | 01/08/2010 | Original Issue. | M James A Williams | M. Bradley | N/A |
| 2 | 07/01/2017 | Issue 2 <ul style="list-style-type: none"> - Definitions have been updated - New clause 1: Acceptance of Terms - New clause 2: Warranty - New clause 3: Late Delivery - Clause 4: Confidentiality - wording has been rearranged. - Clause 5.1: Export Control – references other Cross policies. - New sub-clauses 6.1 and 6.2 - New clause 7: Payment and Delivery Terms - New clause 8.2 referencing the Bribery Act 2010 - New clause 9: Compliance with Cross Policies. | | | |