

PURCHASE TERMS & CONDITIONS

- 1. CONTRACT TERMS AND FORMATION.** These terms (the "Terms") have been issued in conjunction with a given purchase order (the "Order"). The Order confirms the identity of the entity responsible for supplying the goods and services (the "Supplier") and the Weir entity placing that Order (the "Purchaser"). Supplier's acknowledgement of an Order or any act by Supplier consistent with fulfilling the Order, whichever is earlier, automatically creates a legally enforceable contract consisting of these Terms and the Order concerned (the "Contract"). The terms detailed in any Contract apply to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any Proposal, Quote, attempted acknowledgement of an order or similar containing terms inconsistent with or in addition to, these terms shall not be binding and is expressly rejected.
- 2. TERMINATION OF OFFER.** Purchaser reserves the right to revoke the offer contained in any Order at any time before a Contract is deemed to exist under clause 1 above.
- 3. DELIVERABLES AND THE PRICE.** The Order details the goods and services which must be supplied by Supplier (the "Deliverables"), as well as the price payable by Purchaser (the "Price") and any associated payment terms. The Price is fixed and shall not be changed without the written direction of Purchaser. All taxes shall be deemed to be included within the Price, except (i) any value added or similar sales tax that is recoverable by Purchaser; and (ii) any applicable state and local sales, use, excise, and/or privilege taxes. If Supplier is obligated by law to charge any value added and/or similar tax to Purchaser, Supplier shall ensure that the amount concerned is invoiced to Purchaser in accordance with applicable taxation rules so as to allow Purchaser to reclaim the tax concerned from the appropriate taxation authority. Time is not of the essence in respect of payment.
- 4. PRICE WARRANTY.** Supplier warrants that Price shown on the Order is complete. The Price is inclusive of all labelling, packaging / crating, carriage, insurance, and custom duties, unless agreed otherwise by Purchaser in the Order. No additional charges of any type shall be added without Purchaser's express written consent.
- 5. CHANGES TO ORDER.** Purchaser shall have the right at any time to make changes in quantity, drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation, in each case by issuing a written directive indicating any change. Supplier agrees to accept and proceed with any such changes. If any such change causes an increase or decrease in the cost, or the time required for performance, Purchaser shall make an equitable adjustment and the relevant Contract shall be deemed to be modified accordingly.
- 6. TIME.** Supplier shall supply the Deliverables in accordance with the dates and timescales set out in the Order. Time is of the essence. Supplier shall be liable to pay Purchaser any losses and/or damages Purchaser incurs as a result of Supplier's failure to supply the Deliverables on time. If Purchaser and Supplier agree to liquidate damages for delay they will be addressed in accordance with clause 17(h).
- 7. SHIPMENT.** Supplier shall ship the goods, and shall pack, preserve, and mark the goods as specified in the Order. If not specified, Supplier shall use an adequate, commercially accepted practice, which at a minimum must comply with applicable law.
- 8. DELIVERY.** Supplier shall deliver the goods and supply the services at the delivery locations specified in the Order. Delivery of goods shall take place in accordance with the Incoterm specified in the Order or, if none, DDP Purchaser's site. Supplier shall at its cost provide delivery information and documentation required by Purchaser.
- 9. TITLE AND RISK.** Supplier represents that title to the goods sold will be good and marketable, free and clear of all liens, security interests, taxes, charges, or other encumbrances. Title shall pass to Purchaser on completion of delivery of the goods, or on payment by Purchaser, whichever is earlier. Risk shall pass to Purchaser in accordance with the Incoterm specified in the Order, or if none, on completion of delivery of the goods.
- 10. INSPECTION AND TESTING.** Payment shall not constitute acceptance of the Deliverables. Purchaser shall have the right to inspect the Deliverables and to reject any (or all) of those which in Purchaser's reasonable judgment, are defective or do not conform with the terms of the Contract. Goods rejected and goods supplied in excess of ordered quantities may, in addition to Purchaser's other rights, be returned to Supplier at its expense. Supplier shall pay for unpacking, examining, repacking, and reshipping the goods. If a defect or nonconformity is not apparent upon examination, Purchaser reserves the right to reject or require replacement, as well as payment of damages. Purchaser's inspection of any deliverables is only to determine general conformance to the Contract, and shall not relieve Supplier of its responsibility to comply with all requirements of the Contract. Nothing shall in any way relieve Supplier from its obligations of testing, inspection, and quality control. Inspection, testing, acceptance and use of the Deliverables shall not affect Supplier's warranty obligations.
- 11. INSURANCE.** During the term of the Contract Supplier must at its own expense maintain (with a reputable insurance company) such insurances as may be required to cover the liabilities that may arise under or in connection with the Contract, as well as any specific insurances which may be specified in the Order. Supplier must, on request from Purchaser at any time, provide Purchaser with a certificate of insurance and written evidence of the renewal and currency of those policies.
- 12. FORCE MAJEURE.** (a) Purchaser may extend the timescale for delivery or delay acceptance due to a government's action, or failure to act where such action is required, due to strike or other labour trouble, fire, unusually severe weather, material change in market conditions, or any other causes beyond Purchaser's reasonable control. Supplier shall hold the goods at the direction of Purchaser and shall deliver them when the cause affecting the delay has been removed. Purchaser shall be responsible only for storage costs incurred as a direct result of the need to hold goods or delay the performance of services, in either case made at Purchaser's request. (b) Supplier shall be excused performance of its obligations under the Contract to the extent that it can prove to Purchaser's satisfaction that failure in performing is caused by acts of God, flood, drought, earthquake or other natural disaster directly affecting Supplier, and provided that Supplier: (i) shall inform Purchaser as soon as Supplier becomes aware of the event; and (ii) shall use best efforts to resume performance under the Contract as soon as possible. If any such events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 calendar days (or such shorter period as Purchaser may determine, in the event that Purchaser deems the Deliverables to be critical Deliverables, or Purchaser requires the relevant Deliverables to fulfil a contractual obligation it has entered into), Purchaser may terminate the Contract immediately without liability by giving written notice to Supplier.
- 13. WARRANTY.** Supplier expressly warrants that all Deliverables supplied under the Contract: (i) conform to all specifications detailed or referred to in the Order and all appropriate standards; (ii) are new, free from defects in design, material and workmanship, and do not infringe on any third party intellectual property right; (iii) conform in all respects to relevant samples; (iv) conform to any statements made on the containers or labels or in the advertisements for such Deliverables; (v) are adequately contained, packaged, marked, and labeled; (vi) are of satisfactory quality, safe, merchantable, and fit for the purpose for which Deliverables of that kind are normally used; (vii) will be rendered with due care, skill and diligence; and (viii) will be provided by suitably skilled and experienced personnel. If Supplier knows or has reason to know the particular purpose for which Purchaser intends to use the Deliverables, Supplier warrants that the Deliverables will be fit for that particular purpose. The inspection, test, acceptance, or use of the Deliverables shall not affect Supplier's obligations under this clause as all warranties and remedies shall survive inspection, test, acceptance, and use. Supplier's warranty shall extend to Purchaser, its successors, assigns, customers, and end users. Unless the Order explicitly states differently, for 24 months after receipt of the goods or performance of the services, Supplier agrees to repair or replace any Deliverable not conforming to the foregoing warranties and reimburse on demand all costs and losses incurred by Purchaser as a result of any defect. If Supplier fails to promptly repair or replace nonconforming Deliverables, Purchaser, after reasonable notice to Supplier, may either repair or replace or have re-performed such defective Deliverables and charge Supplier for all costs and

damages reasonably incurred in doing so. Purchaser's rights under this Contract are in addition to its rights & remedies implied by law. Nothing in the Contract shall exclude or limit any liability which cannot be excluded or limited at law.

14. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

Confidentiality & IP Agreement: On Purchaser's request, Supplier shall execute Purchaser's "Confidentiality & IP Agreement" for suppliers. In the event Purchaser and Supplier enter, or have entered, into an applicable Confidentiality & IP Agreement, the terms of such Confidentiality & IP Agreement shall apply in place of this clause 14. Confidentiality:

(a) Supplier shall keep in strict confidence any confidential information concerning Purchaser's business, its affiliates, customers, products and services which may be disclosed to Supplier in connection with the Contract (including, without limitation, all technical or commercial know-how, inventions, processes, and any materials, specifications or drawings prepared by Supplier for Purchaser or provided to Supplier). Supplier shall not use any confidential information for any purpose other than performing the Contract. Supplier shall promptly return or (at Purchaser's request) destroy all confidential information on request by Purchaser. (b) Supplier shall only disclose such confidential information to those of its employees and permitted subcontractors who need to know it for the purpose of discharging Supplier's obligations under the Contract, and shall ensure that such employees and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. Supplier may disclose Purchaser's confidential information to the extent required to be disclosed by law, governmental or regulatory authority, or court of competent jurisdiction. (c) Unless otherwise specifically agreed to in writing, no commercial, financial, or technical information Supplier discloses in any manner or at any time to Purchaser shall be deemed secret or confidential and Supplier shall have no rights against Purchaser with respect to such information, except such rights as may exist under patent laws.

15. **Intellectual Property Ownership:**

(a) All right, title and interest (including all intellectual property rights) in any documents, information and other materials created in or arising from the performance of the Contract ("Work Product") shall be the exclusive property of and shall vest in Purchaser on creation. (b) Nothing in the Contract shall affect the ownership of rights in materials created by Supplier prior to or independently of the performance of the Contract, which shall remain with Supplier. To the extent that use of such rights is required to be able to use the Work Product, Supplier hereby grants to Purchaser a perpetual, irrevocable, sub-licensable, non-exclusive, worldwide, royalty free right to use such rights. (c) Nothing in the Contract shall affect the ownership of rights in materials, including without limitation specifications, designs, drawings, data, and know how, provided to Supplier by Purchaser, which shall remain with Purchaser. Supplier shall have no right to use such materials, except as necessary to perform its obligations under the Contract. Intellectual Property Infringement. Upon receipt of notification, Supplier will promptly assume full responsibility for defence of any claim, suit or proceeding brought against Purchaser, its agents or customers, for alleged infringement of Intellectual Property Rights, or any unfair competition, in connection with the Deliverables. Supplier shall indemnify Purchaser, its agents and customers against any and all expenses, losses, royalties, profits, and damages including court costs and attorney's fees resulting from any such claim, suit or proceeding, including any settlement. Purchaser may be represented by, and actively participate through, its own counsel in any such suit or proceeding, and the costs of such representation shall be paid by Supplier.

16. **TERMINATION OR DELAY FOR CONVENIENCE.** Purchaser reserves the right to terminate any Contract, or any part of any Contract, with immediate effect, for its sole convenience by giving written notice to Supplier. In the event of such termination Supplier shall immediately stop all work on the Contract. Supplier shall be paid for Deliverables delivered and accepted by Purchaser prior to the date of termination. Purchaser shall have the right to reduce the quantity of Deliverables to be purchased pursuant to any Contract or to delay delivery or acceptance of such items without cause and at its sole discretion, without liability for any costs.

17. **TERMINATION FOR CAUSE.** Purchaser may terminate any Contract or any part of any Contract, with immediate effect, for cause in the event: (i) of any Supplier default, including but not limited to late deliveries, deliveries of Deliverables that are defective or that do not conform to the Contract, failure to provide Purchaser reasonable assurances of future performance, failure to comply with any term or condition of the Contract; or (ii) of any insolvency-related or similar event; or (iii) Supplier has, or appears to the Purchaser (in its sole discretion) to use or allow its sub-contractors to use, any form of modern slavery, servitude, forced or compulsory labour, human trafficking, child labour, or forced prison labour in its operations or its supply chain. In the event of termination for cause, Purchaser shall not be liable to Supplier for any amount, except for that part of the Price that applies to the supply of finished Deliverables which have, at the date of termination, already been delivered and are accepted. Termination for cause shall be without prejudice to any claim or right of action that Purchaser may have by virtue of the default which gave rise to the termination.

18. **MISCELLANEOUS**

(a) **LANGUAGE.** Unless the parties agree otherwise in writing, this Contract, and all associated written terms, shall be in the English language. In the event of any inconsistency between any terms of the Contract and any translation thereof into another language, the meaning as understood in English shall be given primacy.

(b) **ASSIGNMENTS AND SUBCONTRACTING.** Purchaser may at any time assign or transfer all or any of its rights or obligations under the Contract, and Supplier shall if required enter into a formal novation or assignment. No part of the Contract may be assigned or subcontracted by Supplier without Purchaser's prior written approval.

(c) **SETOFF.** All claims for money due or to become due to Supplier shall be subject to deduction or setoff by Purchaser for any claim Purchaser may have against Supplier arising out of either this or any other transaction.

(d) **COMPLIANCE WITH LAWS.** Supplier certifies and represents that in the performance of any Contract, it will comply with the provisions of all applicable laws, including without limitation federal and local laws, regulations, rules, and orders. This includes laws relating to anti-bribery and anti-corruption. All suppliers ensure no forms of modern slavery, servitude, forced nor compulsory labour, human trafficking, child labour, nor forced prison labour are used in their operations nor their supply chain. Supplier shall also ensure that its key employees involved with the Contract read Purchaser's code of conduct and comply with that code as updated from time to time, and promptly report to Purchaser any request or demand for any undue or financial or other advantage of any kind received by Supplier in connection with the performance of any Contract. Supplier shall have and maintain any required licenses and consents needed to carry out its obligations. Any breach of this clause 17(d) shall be deemed a material breach and (without prejudice to its other remedies) Purchaser shall be entitled to immediately terminate the Contract concerned and any other contract then in force between Purchaser and Supplier.

(e) **GOVERNING LAW.** Each Contract is governed by the laws of the state or country in which Purchaser is registered without regard to its conflicts of laws principles. Venue shall be exclusively in the courts of the state or country concerned. Any action resulting from any breach on the part of Purchaser as to the Deliverables delivered must be commenced within one year after the cause of action has accrued. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly disclaimed and shall not apply. Incoterms 2010 shall apply, but where they conflict with the rest of the relevant Contract, the Contract shall prevail.

(f) **WAIVER.** Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege, or Purchaser's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, claims or privileges, whether of the same or similar type.

- (g) **SEVERABILITY.** In case any one or more of the provisions contained in these Terms or any relevant Order shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the resulting Contract shall be construed as if such invalid, illegal, or unenforceable provision had never existed.
- (h) **LIQUIDATED DAMAGES.** If Supplier fails to deliver the goods or complete the services as scheduled and if Purchaser and Supplier have agreed to liquidated damages on the face of the Order, Purchaser may assess those amounts as liquidated damages for delay, which will be in addition to all of Purchaser's remedies available at law or equity. The parties agree that these liquidated damages are a reasonable pre-estimate of the losses which Purchaser will suffer and are not intended as a penalty. The liquidated damages will be 1% per week up to 10% of the maximum order value.
- (i) **INDEMNIFICATION.** Supplier shall defend, indemnify and hold harmless Purchaser against all damages, claims, liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the Deliverables, or from any act or omission (including without limitation late delivery and breach of contract) of Supplier and its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Supplier.
- (j) **ORDER OF PRECEDENCE.** Where there is any conflict between the Order & these Terms, the provision of the Terms shall prevail unless the provision of the Order which conflicts with the Terms is unambiguously & expressly stated to vary the specific provision of the Terms (but then only to the extent of such variation & only in relation to that Order). Where there is any conflict between the terms of the Contract & the Confidentiality & IP Agreement, the Confidentiality and IP Agreement shall be given primacy.
- (k) **NOTICES.** Any notice issued under the Contract must be made in writing, addressed to the receiving party's physical or email address as listed in the Order.
- (l) **THIRD PARTIES.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- (m) **VARIATION.** Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Purchaser.
- (n) **PUBLICITY.** Supplier shall not use Purchaser's name or trademarks in any marketing, nor advertise or publish the fact that Purchaser is a customer of Supplier, without Purchaser's prior written consent.
- (o) **NO PARTNERSHIP OR AGENCY.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way. In the event that Supplier's obligations require or contemplate performance of services by Supplier's employees, or persons under contact to Supplier, to be done on Purchaser's property, or property of Purchaser's customers, Supplier agrees that all such work shall be done as independent contractor and that the persons doing such work shall not be considered Purchaser's employees.
- (p) **SURVIVAL OF TERMS.** Clauses which expressly (including clauses 13, 14 and 17) or by implication survive termination or expiry of the Contract shall continue in full force and effect.
- (q) **FORECASTS.** Any forecasts issued by Purchaser are nonbinding estimates only, and do not constitute Orders or a contractual commitment of any sort. Purchaser will have no responsibility for any inventory held or purchased by Supplier based on a forecast.
- (r) **ENTIRE AGREEMENT.** With the exception of any applicable Confidentiality and IP Agreement signed between the parties, which shall have effect in respect of its subject matter, the Contract consisting of these Terms, together with the applicable Order and any documents referred to in the Order, constitutes the entire agreement between Supplier and Purchaser in relation to the Order concerned.