

PURCHASE ORDER TERMS AND CONDITIONS for USA

1. Compliance with Terms and Conditions of Order - The terms and conditions set forth below, along the provisions set forth on the front page hereof, constitute the entire contract of purchase and sale between Buyer and Seller. Any provisions in Sellers acceptance, acknowledgement or other forms or documents which are different from or in addition to any of the terms and conditions and other provisions of this Order are hereby objected to by Buyer and such different or additional provisions shall not become a part of Buyers contract of purchase and sale.

2. Warranty - The Seller warrants that the goods furnished hereunder will be free from defects in workmanship and materials, will be the best of their respective kinds and in compliance with specifications herein, merchantable and fit for any particular purpose of which Buyer advises Seller.

3. Specifications - In cases where this purchase order requires Seller to submit plans or drawings to Buyer for approval, all departures from this purchase order and any applicable specifications contained in such plans or drawings shall be expressly called to Buyers attention by Seller. If such departures are not expressly called to Buyers attention, Buyers acceptance of plans or drawings shall not constitute approval of any such departures and shall not relieve Seller of the obligations imposed upon Seller by this purchase order and any applicable specifications.

In due course after Buyer receives plans or drawings from Seller, Buyer will notify Seller of Buyers approval of the plans or drawings or of any objections which Buyer has thereto. Unless otherwise instructed by Buyer, Seller shall commence fabrication or other acquisition of the items in question upon receipt of Buyers approval of the plans or drawings. Any fabrication or acquisition done without such approval shall be at the Sellers risk. After plans or drawings have been approved by Buyer, copies thereof, incorporating any changes required by Buyer, shall be furnished to Buyer. Seller shall not respond to this purchase order by delivering a quantity or charging a price other than as set forth on the front page of this purchase order. If a price is not specified in this purchase order, Seller shall not fill this order at a price higher than the price which Seller last charged or quoted to Buyer for such item, unless Seller first obtains Buyers written consent to such higher price.

4. Delivery - Time of delivery is of the essence. Without limitation of Buyers other rights or remedies for Seller's failure to meet the required delivery schedule, Buyer reserves the right to cancel this order or any undelivered portion thereof and to purchase elsewhere if Seller fails to make adequate progress to meet the required delivery dates and to charge Seller with all damages involved, provided, however, that if this order covers goods to be manufactured to specifications, and if either delivery or progress thereon is delayed for reasons beyond Sellers control, and Buyer shall cancel as above, Seller shall receive compensation therefor to the extent of the actual reasonable costs, excluding profit, incurred by Seller in the production of the goods prior to Buyers cancellation of this purchase order, but the aggregate of such compensation and all payments otherwise paid or payable by Buyer to Seller in respect of this order shall not exceed the total purchase price specified by this order. Prices are F.O.B. point of delivery.

5. Invoices and Shipping List - Mail two itemized invoices on day of shipment, each to contain itemized prices, terms, discounts, order number, how shipped and name of carrier, Itemized Shipping List with Order Number to be sent with goods on each shipment. It is understood that the cash discount period will commence on date of receipt of invoice or date of receipt of merchandise, whichever is the later. Invoice incorrectly or incompletely executed will be returned for correction or completion and discount period shall not commence until invoice is received properly executed. If, at the time of receipt of your invoice, the merchandise has not been received at destination, and Buyer elects to make payment in advance of the receipt of such merchandise, it is expressly agreed by Seller that such prepayment shall not constitute a waiver of any rights or claims which Buyer may have arising out of or connected with the inspection of the merchandise after receipt.

6. Payment — Unless otherwise agreed or otherwise stated on the face of this Order, net invoices (subject to applicable withholding taxes, if any) shall be paid by the later of (i) 60 days after the end of the month during which the Goods were delivered and/or the Services performed, as the case may be, or (ii) 60 days after the invoice date.



7. Liens and Assignments - Neither this Order nor the materials and services covered thereby, nor the payments thereunder, shall be assigned or encumbered without Buyers permission in writing. Breach of this provision shall give Buyer the right to cancel this Order without obligation. Seller agrees to indemnify Buyer against any cost or expense occasioned by such breach.

8. Buyers property:

(a) Tools, dies, jigs, molds and other similar devices paid for by Buyer are to remain Buyers property and are to be surrendered to Buyer on demand.

(b) Where material is made according to blueprints furnished by Buyer, the design shall be considered as Buyers and Seller is not to furnish to anyone else the same article or parts thereof without Buyers written permission.

(c) Where any of the Buyers property such as material, work in process, patterns, dies, equipment, etc. is in the Sellers possession, Seller agrees to carry insurance on said property against any of the insurance risks to which this property may be subjected, said insurance policy to be payable to the Buyer as the Buyers interests may appear. A Certificate of Insurance will be furnished upon request of the Buyer.

9. No allowance will be made for packing, cartage or crating charges unless stated herein.

10. Buyers count will be accepted as final and conclusive on all shipments not accompanied by packing ticket.

11. All material received by Buyer will be subject to inspection and rejection, and rejected material may be returned at Sellers expense, including transportation charges.

12. Strikes, fires, accidents or other cause beyond the control of the Buyer, which shall affect the Buyers ability to receive or use the material, work or service ordered, shall constitute valid grounds for cancellation of this order or suspension of shipment or work or service pursuant to this order upon notification to the Seller by fax, mail or courier. Buyer shall not be liable to Seller for such suspension or cancellation except that in a case where Buyer cancels as provided in the first sentence of this Paragraph 11. Buyer shall reimburse Seller for expenditures actually made by Seller for labor and materials in the performance of this order prior to such cancellation.

13. Compliance with Laws. The Seller shall comply with all applicable state, federal and local laws, rules and regulations. Without limiting the generality of the foregoing, Seller, in accepting this order, represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and of all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued thereunder.

14. Patents: The Buyer shall hold the Seller harmless and indemnify it against any expense or loss resulting from infringement of patents or trademarks arising from compliance with designs or specifications furnished by the Buyer. Except as provided above, if the goods or services furnished hereunder by Seller shall infringe any patent, copyright or trademark, the Seller shall hold harmless and indemnify the Buyer and Buyers customers against all loss and expense, including reasonable attorney's fees, resulting from such infringement. In case the goods furnished hereunder shall be held to constitute infringement, the Seller shall, at the option of the Buyer, either replace the goods at Sellers expense with non-infringing goods or remove said goods and refund the purchase price and the transportation cost thereof.

15. Indemnification - Seller agrees to indemnify and hold harmless and protect Buyer, its affiliated and subsidiary Companies, successors, assigns, customers and users of its products from and against all losses, damages, liabilities, claims, demands (including attorney's fees) and suits at law or equity that arise out of, or are alleged to have arisen out of, directly or indirectly, any act of omission or commission, negligent or otherwise, of Seller, its sub-contractors, their employees, workmen, servants or agents, or otherwise out of the performance or attempted performance by Seller of this purchase order.

16. Assignment - Seller shall not assign this purchase order, or any part thereof, without the written consent of Buyer.

17. This purchase order contains the entire agreement between the parties and the provisions hereof or rights hereunder may be modified or waived only in writing by Buyers authorized officials. All matters in connection herewith shall be



determined under the laws of Iowa.

18. If Seller is to furnish services and materials on a time basis, time and material basis, cost plus basis, or other basis where the price is not fixed at the date hereof, Seller shall permit employees and other authorized representatives of Buyer to examine, copy, and generally audit all accounts, books, documents, files, or other records relating to Seller's fulfillment of its obligations hereunder.

19. Insurance - Seller shall maintain liability insurance and property insurance in amounts at least as great as prudently maintained by similar enterprises.

20. Disclaimer of damages - Buyer shall not, in any event or for any reason, be directly or indirectly liable to any party for special, incidental, consequential, punitive or like damages.

21. Venue; Waiver of Jury Trial - The parties agree that jurisdiction and venue for any litigation shall be exclusively in courts located in the state of Iowa, and any trial (if a trial occurs) shall be without a jury, notwithstanding any constitutional or statutory rights or provisions.

22. This order is expressly subject to compliance with:

* Executive Order 13201 - Notice of Employee Rights Concerning Payment of Union Dues

* Executive Order 11246, as amended

41 CFR 60-14

41 CFR 60-741.5

41 CFR 60-250.5

24. [The Supplier] represents, warrants and undertakes that the supply of products to moveero is in compliance with the European Union Regulation Number 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") (as may be amended and supplemented from time to time); and

25. The Supplier:

(a) guarantees that all supplied chemicals to moveero (whether such chemicals are supplied on their own, as part of a preparation (as defined in REACH) or within any supplied article (as defined in REACH)) have been registered with, authorised by or notified to the European Chemicals Agency as required by REACH whether that be by the Supplier, by the Supplier's supplier (or in the case of a non-European Community supplier by the supplier's "only representative" pursuant to Article 8 of REACH);

(b) undertakes to cooperate with moveero and the European Chemicals Agency to ensure that any registration, authorisation or notification is made to the European Chemicals Agency in accordance with REACH;

(c) guarantees that for all chemicals supplied by the Supplier to moveero (whether such chemicals are supplied on their own, as part of a preparation (as defined in REACH) or within any supplied article (as defined in REACH)), moveero's usage of such chemical substances is covered by any REACH registration or REACH authorisation and is included in any safety data sheets or exposure scenarios for such chemical substances; and

(d) shall procure that its suppliers are in compliance with this clause [1] in respect of any chemical substances which [the Supplier] subsequently supplies (whether such chemicals are supplied on their own, in preparations (as defined in REACH) or within any supplied article (as defined in REACH)) to moveero.

26. Compliance with Relevant Requirements - The Supplier shall:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

(b) comply with the Customer's Ethics, Anti-bribery and Anti-corruption Policies that are set out in its website at

<https://www.moveero.com/why-moveero/about-us/suppliers/>

in each case as the Customer may update them from time to time (Relevant Policies);

(c) have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;



(d) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;

(e) within one (1) month of the date of this agreement, and annually thereafter, certify to the Customer in writing signed by an officer of the Supplier, compliance with this clause [26] by the Supplier and all persons associated with it under clause [26.f]. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

(f) The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this agreement does so only on the basis of terms equivalent to those imposed on the Supplier in this clause (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

