General Purchasing Terms and Conditions of
SCHOTT Minifab Pty Ltd

1. Applicability

The following terms and conditions govern orders and any other contracts relating to the delivery of goods or the performance of services between the supplier of goods or the service provider ("***Supplier***") and SCHOTT Minifab Pty Ltd, ABN 53 100 768 474 ("***SCHOTT***"). These terms are not applicable for construction, construction services or employment contracts. The general terms of business of the Supplier do not apply unless SCHOTT has agreed to them in writing with explicit reference to the terms of business of the Supplier.

2. Quotes and orders

2.1 Quotes and cost estimates of the Supplier are free of charge and do not imply any obligation for SCHOTT.

2.2 Only orders issued in writing are binding for SCHOTT and verbal agreements, including side agreements, changes or amendments to the order require a written confirmation from SCHOTT to be valid.

2.3 If the electronically facilitated order process has been agreed between the Supplier and SCHOTT via the SCHOTT Procurement Office ("***SPO***"), the SPO-conditions shall apply to the electronically facilitated order process, in all other aspects, the present terms and conditions shall apply.

2.4 Unless expressly stated otherwise, the order of priority of the terms and conditions that apply to the deliveries and services commissioned through the orders is as follows:

1. SCHOTT order letter
2. Product or service specification, further requirements provided by SCHOTT to the Supplier
3. These present general purchasing terms and conditions
4. Offer of the Supplier

3. Delivery period and delay of delivery

3.1 The delivery period begins on the date of the order. Early deliveries or services, or part deliveries or part services, require the prior written consent of SCHOTT.

3.2 Without prejudice to SCHOTT's legal rights, SCHOTT shall be entitled, in the case of a delay by the Supplier, to charge an amount equivalent to 0.2 % of the price for the part of the order affected by the delay for every commenced working day after the originally agreed delivery date (to a maximum of 20% of the price), in addition to a claim for performance. The foregoing does not affect SCHOTT's rights to claim (i) additional damages for any and all losses incurred by SCHOTT due to the delay and/or (ii) reimbursement of any costs or any expenses arising from, or incidental to, the delay of the Supplier.

3.3 Should the Supplier also not fulfil the delivery or service within a period of grace to be determined by SCHOTT in its reasonable discretion (having regard to the overall circumstances), SCHOTT shall be entitled to cancel the relevant order and engage a third party to provide the relevant goods and/or services in which case SCHOTT will be entitled to recover its costs and any reasonable expenses incurred in procuring such alternative supply. This is without limitation to any rights SCHOTT may have to demand compensatory damages in lieu of performance.

3.4 For the purpose of establishing the timeliness of delivery or rectification of delivery of goods, the relevant point in time is the date of receipt at the place of receipt designated by SCHOTT ("***place of delivery***"). Apart from the above, timeliness of services is determined by the date on which the services are rendered completely as agreed upon and accepted as completed by SCHOTT.

4. Order completion

4.1 The Supplier must indicate in all documentation: the relevant SCHOTT purchasing department, order number, order date and the name of the SCHOTT purchaser.

4.2 Subcontracts may only be awarded to third parties by the Supplier with the prior written consent of SCHOTT, provided that it is not merely a case of supply of marketable components. In any case the Supplier is obliged to ensure that in the event that a third party is subcontracted, it is able to perform the subcontracted services competently and reliably and that it meets its legal obligations as required by applicable laws, in addition to meeting the requirements for its activities as mandated by applicable law. The Supplier is obliged to place its subcontracted parties under the same obligations it bears under the contract with SCHOTT for the assigned duties, in particular with regard to the confidentiality obligation, data protection and the requirements for proof of an adequate factory and product liability insurance. The responsibility for the contractual performance and the liability for any neglect of duty of the third party remain solely with the Supplier.

4.3 The Supplier is obliged to perform the delivery and service on its own responsibility in accordance with the current state of the art and with the aid of qualified personnel or skilled employees properly and according to the specifications, and to comply with the applicable legal and administrative provisions and any other regulations. This obligation remains unaffected by the approval of any documentation and any other information provided by SCHOTT. In addition, the Supplier is obliged to observe statutory regulations concerning illegal employment. Furthermore, the Supplier must meet the applicable occupational safety conditions of SCHOTT whenever the Supplier's employees, representatives and/or agents are on SCHOTT's premises.

4.4 The Supplier is not allowed to change, remove or operate SCHOTT factory equipment without prior consent. SCHOTT is not liable for any loss or damage to the property brought onto SCHOTT's premises by the Supplier.

4.5 Goods must be delivered in accordance with the Incoterms® provision specified in the order and in the version currently issued by the ICC at the time of conclusion of the individual contract, unless otherwise agreed. According to the Incoterms® provision, the Supplier must choose transport facilities and transport insurance in agreement with SCHOTT. Every delivery must include a delivery note indicating the SCHOTT order number, symbol, date, SCHOTT item number, and the name of SCHOTT department and contact person, as well as a description of the contents according to type and quantity, a packing slip and, if required, test certificates in accordance with the agreed specifications and any other required documentation. In the case of software products, the delivery obligation is only fulfilled once all the (system and user) documentation is provided. For any application developed specifically for SCHOTT, the source code of the application with its appropriate documentation must also be delivered additionally.

4.6 For devices, machines or equipment, a technical description and an operating manual in accordance with the statutory provisions must also be provided free of charge. Furthermore, devices, machines or equipment must meet the requirements of the applicable safety regulations in force at the time of delivery. For machine and equipment deliveries, the Supplier must provide the required or agreed documentation, in particular relating to acceptance,

assembly, installation, operation, maintenance and repair.

4.7 The goods must be packaged with appropriate, environmentally sustainable materials that can be recycled. Apart from that the relevant statutory provisions of the applicable packaging ordinance, if any, also apply. Tools and equipment shall not be loaded together with goods. Packaging costs shall be indicated separately at cost price in the offer and the invoice. Supplier performs any unpacking or unloading operations on SCHOTT's premises at its own responsibility and takes on the responsibilities of the packager and loading agent as the case may be. Where the Supplier performs unpacking or unloading operations on SCHOTT's premises, the Supplier is solely responsible for: (i) any damage to the goods arising from the unpacking and unloading operations, notwithstanding that such unpacking and unloading operations occur on SCHOTT's premises; and (ii) any loss or damage caused to SCHOTT's equipment and/or premises during the unpacking and unloading operations.

4.8 Dangerous goods must be packaged, labelled and transported or dispatched in accordance with the applicable national and international provisions. With regard to deliveries to the territory of the EU, Supplier must in particular observe all the Supplier's obligations according to the European Chemical Substances Regulation for the Registration, Evaluation, Authorisation and Restriction of Chemicals - EU Regulation 1907/2006/EG - („***REACH-VO***"). Furthermore, the Supplier will provide SCHOTT with a safety data sheet according to Article 31 REACH-VO in the language of the recipient country in all cases stipulated in Article 31 item 1 to 3 REACH-VO and warrants to meet its obligations under REACH-VO, such as the preregistration or registration of materials contained in the goods or approval in accordance with REACH-VO and information obligations. In particular the Supplier is obliged to inform SCHOTT immediately, if one component of a good contains a substance within a concentration of more than 0.1 weight by weight (W/W), which meets the criteria of Article 57 and Article 59 of REACH-VO (so-called "substances of very high concern"). This is also applicable for any packaging material.

4.9 The Supplier must meet all the requirements of the applicable national and international customs and foreign trade legislation. Supplier is liable for ensuring the correct labelling of all deliveries subject to a requirement to label and that the customs tariff number and the number from the applicable national export list in particular are indicated. Order acknowledgements and all shipping documents must also be labelled. The Supplier must in particular alert to any potential authorization requirements for (re-)exports in the above mentioned documents or invoices according to the respective national export and tariff regulations as well as the export and tariff regulations of the country of origin of the goods and services - in particular items under the regulations of the US Re-export Controls - and must inform SCHOTT detailed and in writing along with the corresponding export list and customs code number.

4.10 Goods delivered to the territory of the EU must meet the source requirements under the preferential trade arrangements of the EU, unless the order expressly stipulates otherwise. These can be viewed on the official website of the European Commission. The respective internet link, which was available at the time this document was being drawn up, is: https://ec.europa.eu/taxation_customs/sites/taxation/files/resources/documents/customs/policy_issues/customs_security/aeo_guidelines_en.pdf. In all other respects, the Supplier shall note the non-preferential country of origin on the commercial documents and, at SCHOTT's request, the Supplier shall provide a certificate / authentication of origin for the product's country of origin.

4.11 The Supplier is liable for any damages and bears all costs arising in particular from the non-observance of the provisions in Clauses 4.6 to 4.10. All deliveries and/or services that are not accepted as a result of the non-observance of these provisions are at the expense and the risk of the Supplier.

5. Prices

5.1 The prices agreed are fixed prices and constitute full and final payment for all commissioned deliveries and services and include all expenditures relating to the deliveries and services to be performed by the Supplier, in particular also the costs for potential testing, approval, documentation, compilation of technical documentation and items, packaging, transport, customs duties and border clearance fees.

5.2 For billing based on work and equipment use, the total working hours as well as the material used must be stated in written form on a respective performance template. The performance template must be presented to SCHOTT for signing on a daily basis.

6. GST

6.1 In this clause '**GST Law**' has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* and unless the context requires otherwise, words defined in the GST Law have the same meaning in this clause.

6.2 Unless otherwise stated, the Fees or other consideration for any supply by the Supplier to SCHOTT under or in connection with this Agreement excludes GST payable on that supply, and SCHOTT will pay an additional amount in respect of the GST.

6.3 Subject to subclause 6.5, the Supplier must, within twenty-eight (28) days of request from SCHOTT, issue a tax invoice (or an adjustment note) to SCHOTT for any supply by the Supplier for which GST is payable under or in connection with this Agreement.

6.4 Subject to subclause 6.5, the Supplier will promptly create an adjustment note for (and apply to the Commissioner of Taxation for) a refund, and refund to SCHOTT, any over payment by SCHOTT for GST.

6.5 SCHOTT may issue a RCTI for any supply by the Supplier for which GST is payable under or in connection with this Agreement. SCHOTT will issue the RCTI within 28 days of determining the value of the supply to which the RCTI relates. SCHOTT must issue any adjustment notes relating to any supply to which the RCTI relates within 28 days of the date of adjustment. Where SCHOTT issues an RCTI, the Supplier must not issue a tax invoice (or an adjustment note) for the supply to which the RCTI relates.

6.6 Each party acknowledges that it is registered for GST purposes at the date of this Agreement. If a party ceases to be registered or ceases to satisfy the requirements for the issue of RCTIs, it will notify the other party within 14 days of it ceasing to be registered, or ceasing to satisfy the requirements for the issue of RCTIs, as applicable.

6.7 A party's obligation to reimburse another party for an amount paid or payable to a third party (e.g. a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

7. Invoices, payments

7.1 Invoices must be submitted separately from the delivery to the invoicing address indicated in the order; they must correspond verbatim with the order descriptions of SCHOTT, including goods description, price, quantity, order of the items and item numbers, as well as containing the SCHOTT order number. Any additions or shortfalls to services must be cited separately in the invoice. Performance certificates and other verification documentation shall be enclosed with the invoice. A precise description of the SCHOTT department which Supplier is in contact with and the date of the order must be cited. Invoices that fail to include this information will be sent back, will have to be considered as not received and shall therefore not be deemed due for payment.

7.2 For invoicing, the payment term begins upon complete receipt of goods or full completion of services and receipt of a correct and proper invoice at the invoicing address indicated in the order.

7.3 In the event any goods or service is incomplete or otherwise non-conforming, which shall be determined by SCHOTT in its discretion, SCHOTT is entitled – without prejudicing its other rights – to withhold any payment in relation to the non-conformance until the proper supplementary performance has been completed by Supplier, without losing any rebates, cash discounts, or similar payment benefits.

7.4 Unless otherwise agreed explicitly in writing, payment of the price is due within a period of 60 days upon commencement of the payment term according to Clause 7.2. If payment by SCHOTT occurs within 14 days, the Supplier will calculate a 3% cash discount onto the net value of the invoice.

In the case of a bank transfer, payment will be deemed to have been made on time if the remittance order has been received by the bank in such a timely fashion that under normal circumstances a timely receipt of payment would be expected; bank delays which occur during the payment process shall not be attributed to SCHOTT.

8. Code of conduct and data protection

8.1 Basic company values of SCHOTT include integrity, reliability and compliance with statutory and ethical guidelines as set out more specific in SCHOTT's Code of Conduct.

8.2 Suppliers are expected by SCHOTT to share the aforementioned principles and to observe the Code of Conduct for Suppliers (available at http://www.schott.com/CoC-Supplier.

8.3 The Supplier will comply with all applicable data protection and privacy legislation in respect of any 'personal information' if it receives from SCHOTT or otherwise collects at the premises of SCHOTT or in connection with this Agreement. The Supplier may only collect, process and use such personal information insofar as is permitted by SCHOTT`s order or as it is necessary for the performance of the ordered service. Any further processing of the data, in particular such for the benefit of the Supplier or a third party is not permitted.

9. Defects, claims, liability for defects

9.1 The Supplier warrants that deliveries and services are free from defects as to quality or of title, are as agreed and/or guaranteed, were performed expertly and appropriately without compromise to quality, meet the agreed product or service specifications, are appropriate for the expected use as per the order and comply with the stipulations specified in these terms and conditions as well as any other agreed or statutory provisions. Should the delivery or service deviate from the aforementioned requirements, it shall be considered defective.

9.2 Save as provided in Clause 4.7, the risk of loss and damage passes to SCHOTT upon delivery of goods as contractually agreed and in case that services are owed like assembly, installation or other service or work performances upon their proper completion and formal acceptance by SCHOTT.

9.3 In the event of defective deliveries or services, SCHOTT shall be entitled to demand rectification of the defect or performance of a delivery or service free from defects, withdraw from the contract, reduce the agreed prices accordingly or claim damages or replacement, at its discretion in accordance with the statutory regulations.

9.4 Unless agreed otherwise, any claims for defects expire after 24 months from transfer of risk according to Clause 9.2, unless a longer statutory period exists. If an acceptance has been agreed, the limitation period of claims begins upon unconditional acceptance.

9.5 In the event of a defective delivery or service, the Supplier is obliged to pay SCHOTT a processing fee equivalent to 5 % of the price of the defective delivery or service, which the parties agree is a reasonable estimate of the amount of the expenditures arising from it or the resulting diminution of value to SCHOTT. Without limiting the foregoing, SCHOTT explicitly reserves the right to claim for higher expenditures but will have regard to any amounts already paid under this clause.

10. Product liability

10.1 If the Supplier is responsible for a product damage, then it agrees, upon first demand made, to indemnify SCHOTT with respect to any third party compensatory damage claims, to the extent that the cause of the damage was within the Supplier's responsibility and/or control and the Supplier is itself liable to third parties.

10.2 In the scope of its liability within the meaning of Clause 10.1, the Supplier will also be obligated to reimburse any expenses which arise from or are connected with a recall campaign carried out by SCHOTT. SCHOTT shall inform the Supplier about the content and scope of any such implemented recall campaign – to the extent feasible and reasonable – and will provide it with the opportunity to present its opinion.

11. Third party rights

If the Supplier is liable for the infringement of third party intellectual property rights according to the statutory provisions, it will hold harmless SCHOTT of all such claims by third parties at first written request.

12. Technical documents, manufacturing resources

12.1 Technical documents, specifications, tools, models, manufacturing resources, drawings, work standard sheets, calculations, analyses, methods of analysis, formulas, guidelines, etc. (hereafter called "Technical Documents and Materials") provided to the Supplier by SCHOTT in connection with a bid solicitation or order may only be (i) used by the Supplier to carry out the order and for no other purpose and (ii) must not be disclosed, given or made available to unauthorized third parties. Any copying or reproducing of aforementioned Technical Documents and Materials is only permitted to the extent that this is absolutely necessary for the completion of the order commissioned by SCHOTT. They must be returned to SCHOTT along with any potential copies or duplicates immediately upon request, but at latest immediately upon completion of the order; in this regard the Supplier is not

entitled to claim a right of retention toward SCHOTT. Technical Documents and Materials compiled by SCHOTT remain the property of SCHOTT. SCHOTT reserves all rights in this regard, including intellectual property rights and any other industrial property rights.

12.2 If the Supplier compiles Technical Documents and Materials for the completion of the order at the request of and in accordance with the requirements of SCHOTT, SCHOTT shall obtain all property rights of such Technical Documents and Materials. Furthermore, the Supplier shall transfer all transferable rights to SCHOTT, including the intellectual property rights and any other industrial property rights associated with such Technical documents and Materials and/or the contents therein. The price includes an adequate and final fee for the compilation of all Technical Documents and Materials and for the transfer of the aforementioned rights. This also applies when they remain in possession of the Supplier. Until such time as they are requested, the Supplier will keep these safe free of charge.

13. Confidentiality

13.1 The Supplier is obliged to treat the contractual relationship and its completion as such, as well as any information (including, without limitation, any Technical Documents and Materials) it receives from SCHOTT, as confidential, unless the Supplier can prove to SCHOTT that it was already aware of this information or that it was made available to them later without a confidentiality obligation by a third party authorized by SCHOTT to do so, or that they were or later became generally accessible to the public without the Supplier being at fault for this.

13.2 Any disclosure with respect to deliveries or services which contain confidential information in accordance with Clause 13.1 requires the express prior written consent of SCHOTT.

13.3 The confidentiality obligation continues to be valid even after completion of the order.

14. Conveyance

14.1 The Supplier shall only transfer the rights and obligations from the order to third parties with the prior written consent of SCHOTT.

15. Severability

15.1 If any provisions of these terms and conditions are or become invalid, either in whole or in part, then the validity of the remaining provisions will not be affected thereby.

16. Place of performance, jurisdiction, governing law

16.1 Place of performance is the place of delivery indicated in the order.

16.2 The contractual relationship between SCHOTT and Supplier shall be governed and construed in accordance with the laws of Victoria (Australia). The terms and conditions set out in the United Nations Convention for the International Sale of Goods (CISG) are hereby expressly excluded.

16.3 The parties agree that the courts of Victoria shall have exclusive jurisdiction for any action or proceedings commenced under any contract arising out of the business relationship between SCHOTT and Supplier. SCHOTT is also entitled (but not obliged) to institute legal action at the place of business of the Supplier.