**SPEQS MANUFACTURING PTE LTD**

Address

10A Joo Koon Circle

Singapore 629115

## Purchase Order Terms & Conditions

1. All Supplier's Delivery Orders and Invoices must state the Purchase Order (PO) Number, including relevant material types, descriptions and delivered quantities in order to facilitate Payment.

2. The Supplier undertakes to notify the Purchaser of acceptance or refusal of this Purchase Order (PO) by fax or e-mail within two (2) working days upon receipt of this PO.

3. If the Supplier starts to process the PO without returning the acknowledgement, the Supplier shall be deemed to have accepted the PO without reservation. If the Supplier expressly refuses the PO, it shall be deemed withdrawn and the Parties may negotiate new terms. The Purchaser may withdraw from any negotiations at any time prior to acceptance of an Order by the Supplier and shall incur no liability whatsoever.

4. Delivery of the goods must be made at the Purchaser's address shown on the PO or as otherwise directed. All ordered items are to be delivered to the Receiving Store.

5. All goods must be suitably packed or otherwise prepared for delivery to the satisfaction of the carrier. No charges are to be made for wrapping, packing or crating unless specified in the PO.

6. The Purchaser reserves the right to cancel or suspend the PO or any part thereof, if the goods are not delivered according to deliveries as specified, or if the Purchaser is unable to accept delivery for any cause beyond the Purchaser's control. The Purchaser further reserves the right to cancel the PO if goods are not in accordance with drawings, approved sample or specifications or are defective in workmanship or material or are not otherwise satisfactory to the Purchaser.

7. The Supplier is obliged to inform the Purchaser in writing, any non-conformance or changes in the specifications of the product and/or process definitions, including materials used on the products, before delivery, and to obtain written approval or waiver.

8. The Supplier shall provide with every shipment, Mill Certificates, Certificates of Conformity (C of C), and/or other supporting documentation as is appropriate. The certificates must list the part numbers and all of the applicable process specifications, including up to date revision levels, the respective Lot Traveller numbers (if any) and the corresponding Purchase Order (PO) number. These requirements may be specified on this PO or may otherwise be communicated to the supplier.

9. The Supplier is required to flow down the requirements of this PO, including relevant specifications to the Supplier's subcontractors and any key characteristics where specified in this Order.

10. The Purchaser, Customer and Regulatory Authorities, as applicable, shall be entitled to inspect the Supplier's facilities involved in the PO and the Supplier shall grant access to the Purchaser, Customer and Regulatory Authorities to its facilities and ensure access to those facilities of its suppliers and subcontractors, if any, at reasonable times.

11. The Supplier shall declare any non-compliances to REACH, EU RoHS Directive, EU MDR and Proposition 65 for any products supplied to SPEQS.
Criteria for a valid declaration and guidance on Full Materials Declaration (FMD) can be found at *https://www.assentcompliance.com/assent-university/*.
If no declaration is made by the Supplier, the Supplier is expected to have complied to the following regulations,

a) The most recent REACH SVHC list: (The Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) Regulation) requires the identification of Substances of Very High Concern (SVHC) contained in articles above the threshold 0.1% w/w manufactured and marketed in the EU. (Legal Reference: (EC) 1907/2006)
b) The RoHS 3 declarable substance list: Amendment to EU RoHS 2 Directive adding four specific phthalate substances that will become restricted above a specific threshold July 23, 2019. (Legal Reference: Directive (EU) 2015/863)
c) The new Medical Device Regulation requests specific types of substances to be restricted above a specified threshold to maintain high level protection of health for patients and users. (Legal Reference: Regulation (EU) 2017/745)

12. The Supplier shall have in place policies and procedures to identify and prevent potential Counterfeit Parts used in this PO. The Supplier shall immediately notify the Purchaser with the pertinent facts if Supplier becomes aware of or suspects that Counterfeit Parts may have been used in this PO. In the event that products delivered under this order constitutes or includes Counterfeit Parts, Supplier shall, at its expense, promptly replace such Counterfeit Parts with genuine parts conforming to the requirements of this order. Notwithstanding any other provision in this order, the Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Parts.

13. The Supplier and its employees involved in this Order shall be made aware of:-
    a) Their contribution to product and service conformity
    b) Their contribution to product safety
    c) The importance of ethical behaviour

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