

STANDARD SUPPLIER TERMS AND CONDITIONS

GENERAL: UNLESS OTHERWISE AGREED IN WRITING, **DIBA INDUSTRIES** ("Buyer") AND THE SELLER AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN AGREEMENTS OR COMMUNICATIONS. IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND ANY QUOTATION OR PURCHASE ORDER WITH CONFLICTING TERMS, THESE STANDARD TERMS AND CONDITIONS SHALL PREVAIL.

PRICES AND TAXES: Unless otherwise agreed in writing, prices include the cost of freight or handling, or cost or charges for insurance or any production, sales, use, transfer, transportation, excise or other tax, tariffs, or custom duties. All sales, use, excise, gross receipts, and other similar taxes are the responsibility of the Seller.

PAYMENT TERMS: Terms of payment, unless otherwise agreed in writing, are net 35 end-of-month from invoice date, in U.S. dollars.

SHIPMENT: Delivery is DAP Diba location, i.e., risk of loss and title shall pass to Purchaser upon delivery to Diba. Unless otherwise agreed in writing, prices include the cost of freight or handling, or cost or charges for insurance or any production, sales, use, transfer, transportation, letter of credit fee, excise or other tax, tariffs, or custom duties.

SUBSTITUTIONS, VARIATIONS IN QUANTITY, CANCELLATION: Orders accepted by Seller may not be cancelled or changed prior to shipment. Unless otherwise agreed in writing, Seller shall not substitute components, materials, finished goods or accessories for those ordered.

WARRANTY AND DISCLAIMERS: Seller warrants that product supplied hereunder shall, at the time of delivery to Purchaser conform to the published specifications of Seller and to be free from defects in material and workmanship under normal use and service.

Any technical advice, information, suggestions, or recommendations given to Purchaser by Seller with respect to the product or the suitability or desirability of the product for any particular use or application are based solely on the expertise of Seller.

REPEAT SHIPMENTS: Repeated acceptances of orders does not imply any agreement on the part of Seller to continue the acceptance of orders in the future.

ANTI-BRIBERY CLAUSE:

The Supplier will:

- Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
 - Local and national laws in the territories in which it operates.
 - The UK Bribery Act 2010.
 - The US Foreign Corrupt Practices Act 1977.
 - The UN Convention Against Corruption.
- Comply with the Halma plc Group Code of Conduct relating to bribery and corruption which may be found on the Halma website (www.halma.com).
- Have in place its own policies and procedures to ensure compliance with this Clause.
- Ensure that all parties with which it is associated or who are providing goods or services in connection with this Contract (including subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this Clause.
- Maintain complete and accurate records of all transactions and payments related to this Contract and, on reasonable request, disclose details of those transactions and payments to the Company.
- On reasonable request confirm in writing to the Company that it has complied with the requirements of this Clause and, if so requested, allow the Company to verify this compliance by way of an audit of its records.
- Immediately inform the Company if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.
- Supplier asserts that all products sold to Diba are not counterfeit, are free of conflict materials and modern slavery labor.