

PURCHASE TERMS & CONDITIONS

- 1. We accept no responsibility for goods other than ordered on our official form and on which appears the signature of our Company's authorised official.
- 2. This order must be acknowledged by return without fall.
- 3. An invoice for each delivery must be posted the same day as despatch of goods and discount must be deducted showing the net amount payable.
- 4. All packages and paperwork must bear our order number. All packages should be supplied free, when charged these are to be credited in full on return.
- 5. An Advice Note quoting our order number must be sent either with goods or posted at the time of despatch.
- 6. We accept no responsibility for damage, losses or delay in transit.
- 7. The quantity ordered and rate of delivery specified must not be varied unless notified in writing.
- 8. The prices, terms and specification stated on our order shall not be changed except upon written authority of a duly authorised official of the Company.
- 9. No increase in price will be accepted unless prior notice in writing has been received and accepted by our Company's authorised official.
- 10. Our payment terms are by monthly accounting periods unless authorised in writing by an official of this Company.
- 11. We reserve the right to cancel this order or in part if agreed quality, price and or delivery are not maintained.
- 12. We reserve the right to reject any raw or finished articles which upon inspection or in use are found to be faulty in quality or construction or which do not come up to the standard required by this Company.
- 13. Articles supplied against this order and rejected by the Company through reasons as stated in clause 12 shall be the responsibility of the seller and shall be replaced or credited as required by our Company against the same order.
- 14. Carriage of rejected goods returned to the seller shall be the responsibility of the seller.
- 15. By accepting this order you agree to accept the above conditions regardless of any condition of sale which the seller may forward to this Company, unless written approval of such other conditions are agreed by our Company's authorised official.
- 16. AMOT is committed to being or becoming Democratic Republic of the Congo ("DRC") conflict free in the procurement of certain materials used in its products. AMOT has reporting obligations through its publically traded parent company to disclose whether products it manufactures contain certain "conflict minerals" (cassiterite, wolframite, columbite-tantalite, gold or derivatives) originating from the DRC or an adjoining country. Supplier agrees to adopt and implement policies, due diligence frameworks, and management systems to ensure that minerals used in any goods supplied to Buyer are conflict-free. Additionally, Supplier agrees to timely provide, upon AMOT's request and in a requested format, certain data concerning its supply chain that may be needed for applicable reporting obligations.



- 17. Anti-Trafficking Legislation Seller is in compliance with, and requires its subcontractors and any person under its control to materially comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights including, without limitation, human trafficking and slavery and conflict mineral sourcing, environmental protection, sustainable development and bribery and corruption, including any legislation or regulation implementing the Principles.
- 18. Right To Audit Due to the fact that the sub-contractor might gain access to our Company's information and data of a sensitive and confidential nature, then:
 - A) Our Company's &/or its nominated representatives, shall have the right, at any time upon giving the sub-contractor reasonable prior notice, usually 48 hours, except in exceptional circumstances, to audit the sub-contractor's performance and activities in relation to this Agreement, including, but not limited to, such aspects as security control of passwords, authorised users, etc.
 - B) Subject to Item C of this clause, below, the sub-contractor shall agree for our Company's to have access to the sub-contractor's normal place of business or other locations as relevant to the Agreement. The sub-contractor shall make available, at no cost to (Company Name), appropriate employees to assist (Company Name) in the performance of its audit.
 - C) When exercising its rights under this clause, our Company's shall give reasonable prior notice to the sub-contractor and shall use its reasonable endeavor's to avoid hindering the provision of the service by the sub-contractor.
- 19. Confidential and Proprietary Information As well as Buyer Assets, all technical information, designs, specifications, samples and other information supplied by Buyer to Seller: will at all times remain Buyer's property and be held in confidence by Seller; must not, without Buyer's express prior written consent, be disclosed or used by Seller except for the purposes of Buyer's order(s); and must be returned to Buyer upon completion by Seller of the order or at any other time upon demand.
- 20. Compliance with laws & regulations. In furnishing Goods or Services, Seller warrants that it will comply with all applicable international, national and local laws and regulations. Without limiting the generality of that, if Seller carries out any work on premises of Buyer or any of its affiliates or customers, Seller must observe and comply with all applicable health, safety and environmental rules and regulations that relate to such premises. Further, Seller acknowledges its obligations to control access to data or equipment under United States, European and other laws and regulations relating to exports. Seller is responsible for obtaining any required governmental export licenses or other approvals. Should any license or approval necessary for performance of any order be denied for reasons beyond Seller's control, such order may be cancelled.