



## Supplier Terms & Conditions

74-01-03

Revision: A

### 1 General

The provisions below apply for orders and deliveries of goods and services to Sonic Systems Inc. (named thereafter SSI).

### 2 Order Validity

Orders are only valid if sent by SSI in written form by a valid employee. Orders given verbally or by phone, or any changes and/or amendments become binding only upon written confirmation. Errors and obvious mistakes in the writing and calculation errors in the order can be corrected unilaterally by SSI.

### 3 Product Specifications

The supplier ensures that the order states the current specifications in their possession and that the goods delivered to SSI fully match these specifications. The supplier must notify SSI prior to fulfilling the order if they have any doubts about the specifications given in the order. SSI must be informed of any changes in the purchased product prior to implementation of any changes that affect the ability of the purchased product to meet specified purchase requirements.

### 4 Confirmation of Order

The supplier must confirm the order received from SSI in writing no later than 2 (two) business days from receipt. The order confirmation must contain the expected delivery date when the goods will arrive at SSI. If the supplier cannot send the order confirmation to SSI in the abovementioned time, the supplier must send a written order receipt to SSI.

### 5 Prices

The prices accepted by SSI are binding. All additional procurement costs are included in the prices unless a different agreement is made. Any deviations in price are not allowed unless authorized SSI personnel gives explicit consent to the deviations.

### 6 Delivery Deadlines

The delivery dates listed on the order are binding. If these delivery dates cannot be met, SSI must be promptly informed in writing about this. The supplier must fully reimburse SSI for all damages arising from the late delivery. If the supplier is not able to meet the listed delivery date, SSI is entitled to set an additional date to the supplier or cancel the entire order with no penalty to SSI. A partial or early delivery of goods may be acceptable if agreed upon in writing prior to receipt at SSI.

### 7 Required Documents

Each shipment must have delivery paperwork containing, at a minimum, the following data: SSI's order number, SSI's item number, an exact description of the contents, and whether this is a partial, sample, or complete delivery. Upon request from SSI, the supplier may issue additional documents, such as: testing and/or inspection reports, material data sheets, instructions for the assembly, use, maintenance, and/or certificates.

### 8 Packaging, Transportation and Customs

Any damage caused in transit due to inadequate packaging is the responsibility of the supplier. The incoterms on the order must be followed unless written approval from SSI allows a deviation. Unless otherwise stated on the order, the supplier bears all risk of loss or damage to the goods until received at final destination.

### 9 Receiving & Inspection

SSI reserves the right to inspect all received goods. During receiving, SSI confirm the received parts match the order. If any damage or discrepancies are identified, SSI will inform the supplier about them in writing. SSI will notify the supplier about any other issues found during the use of the product in accordance with its intended purpose. In the event an issue is found during the use of the product in accordance with its intended purpose, the supplier waives their right to objection of a late enforcement of deficiencies.

### 10 Invoice & Payment

All invoices are to be paid by SSI based upon the terms specified in the order. Any deviation of terms requires written confirmation from SSI to apply. The supplier is required to include SSI's order number on all invoices. Failure to include the SSI order number, may result in a delayed payment not at the fault of SSI.

### 11 Guarantee

The supplier guarantees the full functionality and quality of all delivered items for a period of 2 (two) years from delivery. The supplier guarantees that the supplies meet all relevant standards and/or applicable regulatory requirements. Any issues with product found at any time during the guarantee period gives SSI the right to request either a direct or suitable replacement. The supplier provides any support needed to identify and correct issues at the suppliers expense. In addition, the supplier is required to notify SSI about what caused the defect and the remedy for the defect within an agreed upon timeframe. In urgent cases and if the supplier cannot eliminate the reported faults right away, SSI is entitled to eliminate the faults on the expense of the supplier or their own expense. If a solution is not provided within the agreed upon timeframe, SSI is entitled to cancel any open orders with the supplier at no fault to SSI. In any case the supplier must compensate all damages to SSI without any proving of guilt.

### 12 Liability for products

If an injured party enforces a claim against SSI and the cause for the claim is due to a supplied product, the supplier must, without limitation or proof of guilt, ensure SSI is not liable for the fault against the injured party. The supplier must inform SSI about all possible faults and potential and actual risks from their delivered products, which occurred at other producers/consumers or of which they were informed in any other way. If SSI must, due to the faults of a delivered product, warn the customers or withdraw their own products, the supplier must reimburse SSI for all urgently required and proven expenses without any proving of guilt.

### 13 Quality Assurance & Quality Agreements

The supplier will do everything necessary to ensure the quality of goods is up to SSI standards. The supplier ensures to deliver appropriately checked goods to SSI. Certain requirements regarding the quality (for example standards, drawings, specifications, requirements about products) must be followed by the supplier. If the supplier recognizes the inaccuracy or risk of certain requirements, they must promptly inform SSI about it. SSI is entitled to check all quality aspects of the supplier at the supplier's premise. The supplier grants SSI access to the production plants and any relevant quality documentation. The supplier must follow all necessary regulatory or legal requirements in regard to storing results of quality assurance measures, for example protocols of measurements, results of inspections, samples, etc. SSI must be informed of any changes in the purchased product prior to implementation of any changes that affect the ability of the purchased product to meet specified purchase requirements. For goods where specifications are SSI's responsibility (ex: a drawing), the supplier must receive written approval for any deviations prior to starting production. If SSI chooses to outsource any process that affects product conformity to requirements, it monitors and ensures control over such processes. SSI retains responsibility of conformity to all required customer and regulatory requirements, including ISO 13485, for any outsourced processes. The controls shall be proportionate to the risk involved and the ability of the outsourced supplier to meet the requirements in accordance with any regulatory requirements.

### 14 Non-Disclosure

The supplier understands that all knowledge and information obtained, including any specifications or drawings, from SSI, will not be disclosed to any third party or used by the supplier for their own other purposes.

### 15 Amendments to the Terms & Conditions

Changes and amendments to the listed terms and conditions between SSI and the supplier are valid only in writing. Oral agreements are invalid. If any provision of these terms and conditions is invalid, the remaining parts are still used in a logical manner.

### 16 Law and jurisdiction of courts

Any disputes arising from these terms and conditions will be resolved by the parties amicably. If no agreement is possible, SSI is entitled to initiate litigations or other procedures against the supplier.