STANDARD TERMS OF PURCHASE-REPUBLIC OF KOREA VERSION

1. DEFINITIONS AND FORMATION OF CONTRACT

1.1 In these terms:
"EDWARDS" means the Edwards entity named in the Purchase Order.
"Edwards Property" means materials, equipment, tooling or other property belonging to Edwards or for which Edwards is responsible.
"Conditions" means the terms and conditions set out herein.
"Contract" means the terms and conditions for the supply of Goods and/or Services to Edwards, as set out in the Purchase Order for such Goods or Services, and these Conditions. If there is inconsistency between the terms of the Purchase Order and these Conditions, the former shall prevail. **"Goods"** means the goods described in a Purchase Order.
"Purchase Order" means Edwards' official purchase order to which these Conditions are annexed issued by Edwards to the Supplier and shall include the Conditions and any drawings, schedules, Specifications and other attachments thereto.
"Services" means the services described in a Purchase Order.
"**Specification**" means the specifications for the Goods and/or the Services as set out or referenced in a Purchase Order.
"Supplier" means the company or person to whom a Purchase Order is addressed.

1.2 . A Contract shall be formed on acceptance of the Purchase Order by the Supplier.

1.3 Any of the following acts shall constitute conclusive acceptance by the Supplier of the Purchase Order and the Conditions; any written (including electronic) or oral acceptance, or commencement of the supply of Goods or performance of the Services.

1.4 These Conditions shall apply to the Contract to the exclusion of any other terms on which any quotation has been given to Edwards or subject to which a Purchase Order is accepted or purported to be accepted by the Supplier.

2. INSPECTION, DELIVERY AND PERFORMANCE OF GOODS

2.1 The Supplier grants Edwards the right to inspect any Goods at any time prior to delivery at Supplier's premises or elsewhere. The Supplier shall give Edwards reasonable advance notice of when any completed Goods will be ready for inspection. Inspection by Edwards of any Goods shall not relieve the Supplier of responsibility or liability for those Goods and shall not imply acceptance thereof. Edwards shall be entitled to waive such right of inspection prior to delivery, without prejudice to its right to reject Goods after delivery.

2.2 Supplier shall deliver the Goods in accordance with (i) the prices and delivery schedules stated in Purchase Order and (ii) Incoterms 2010 DDP the site specified in the Purchase Order and (iii) the Contract.

2.3 Delivery dockets, including the following information, shall accompany all Goods: Purchase Order number, description of Goods and name of Supplier, unit of measure specifying volume, quantity and delivery point for the Goods.

2.4 Title to all or any part of the Goods and/or Services shall pass to Edwards on the earlier of (i) payment for such Goods or Services or part thereof; and (ii) delivery of such Goods or Services. Where title to all or any part of the Goods has passed to Edwards, but the Goods remain in possession of the Supplier, the Supplier shall clearly label the Goods as the property of Edwards and store the Goods separately from all other goods.

2.5 Edwards may reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods, notwithstanding that Edwards has paid for the Goods, until Edwards has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

2.6 Without prejudice to any other rights Edwards may have under the Contract or otherwise, if the Supplier fails to deliver the Goods in accordance with the terms of the Contract or Edwards rejects the Goods pursuant to Condition 2.5, then Edwards shall be entitled, at its option, to:
2.6.1 require the Supplier, at its cost, to remove, repair or replace the undelivered or rejected Goods, as expeditiously as reasonably practicable which Goods shall then immediately be held at the risk of the Supplier; and/or
2.6.2 obtain replacement goods from a third party and be reimbursed on demand by the Supplier for all related reasonable costs and expenses; and/or
2.6.3 terminate the Contract forthwith and refuse to accept any further consignment of Goods under the Contract; and/or
2.6.4 suspend the Contract and refuse to accept any further delivery of Goods from the Supplier.

2.7 The Supplier shall comply with all package specifications issued by Edwards from time to time and the majority of all packaging supplied by the Supplier shall be recoverable or recyclable and, if requested by Edwards, collected from Edwards free of charge.

2.8 Edwards reserves the right to call for certificates of raw materials and test certificates for materials and equipment used in the manufacture of the Goods.

3. PERFORMANCE OF THE SERVICES

3.1 Without prejudice to any other rights Edwards may have under the Contract or otherwise, if the Supplier fails to perform the Services in accordance with the terms of the Contract and by the specified date or Edwards rejects the Services, then Edwards shall be entitled, at its option, to:
3.1.1 require the Supplier, at its cost, to re-perform the Services as expeditiously as reasonably practicable; and/or
3.1.2 obtain services from a third party and be reimbursed by the Supplier for all related reasonable costs and expenses; and/or
3.1.3 terminate the Contract forthwith and refuse to accept any further performance of Services under the Contract.

3.2 If the Supplier's employees are required to work on a Edwards site:
3.2.1 Materials used are at the Supplier's risk until acceptance by Edwards.
3.2.2 The Supplier shall be responsible for the safe keeping of all property belonging to it or within its control including, without limitation, plant, equipment, tools and documents and shall ensure that the same are properly maintained and are in good working order and repair and are accompanied by all necessary certificates and records. The Supplier shall perform the Services to ensure that all such property is handled and stored in such a manner so that it does not cause injury, loss or death to persons or loss or damage to property.
3.2.3 The Supplier shall be responsible for ensuring at its own cost that all personnel engaged in the Services are supplied with and wear all safety gear and protective clothing appropriate to the Services to be provided. The Supplier shall not use any tools, equipment or other property belonging to or within the control of Edwards without the written consent of Edwards. In the event that the Supplier uses such property, the Supplier will be responsible for its use and safekeeping.
3.2.4 The Supplier shall comply with Edwards' Rules and Regulations at Edwards' sites, details of which will be made available. A permit to work must be obtained from Edwards prior to commencement of any work on site. Particular attention must be paid to the site safety rules, "No Smoking" requirements and other warning signs. The Supplier's employees shall attend such safety training as may be required by Edwards.
3.2.5 Edwards shall have the right to request the removal of any individual working at an Edwards site without giving any reason.
3.2.6 The Supplier shall at its cost, when required by Edwards, carry away all unwanted material arising from the execution of any works by the Supplier, and shall at all times leave the site clear

and tidy to Edwards' satisfaction. In carrying out these duties the Supplier shall comply with all relevant legislation, including environmental and waste disposal laws and regulations and warrants that it is properly licensed and registered to transport and store controlled and special waste arising in connection with the Services.

4. PRICE AND PAYMENT

4.1 The price(s) for the Goods and Services shall be specified in the Purchase Order and shall remain fixed for the duration of the Contract.

4.2 The price payable for the Goods and Services shall be:

4.2.1 exclusive of value added tax (which shall be payable by Edwards subject to receipt of a VAT invoice) or other sales tax; and

4.2.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods and all duties, licenses, permits and taxes (other than VAT) as may be payable in respect of Goods or Services from time to time.

4.3 Edwards shall make payment for the Goods or Services within 60 days of receipt of Supplier's duly completed and accurate invoice (including the Purchase Order number, delivery note number and Supplier's VAT number) which invoices shall only be issued by the Supplier following delivery of the relevant Goods to Edwards or following completion of the relevant Services.

4.4 Edwards may withhold payments of any disputed or insufficiently documented amounts included in any invoice. Edwards is entitled to set-off against the price sums owed to Edwards by the Supplier.

5. EDWARDS PROPERTY

The Supplier shall be fully responsible for, will maintain and, where relevant, will calibrate any Edwards Property, including the safe and secure storage thereof, whilst in the Supplier's possession and will promptly replace or repair, as required by Edwards, at the Supplier's own cost, any Edwards Property lost or damaged by the Supplier. The Supplier shall stamp, tag or otherwise mark all relevant Edwards Property in its possession with Edwards' name and/or logo as indicia of Edwards' ownership. The Supplier agrees not to remove these indicia of ownership and store the Edwards Property in a specifically designated area at the Supplier's premises. The Supplier will return such property immediately on request and will allow access to Edwards' personnel for the purpose of removing such Edwards Property.

6. WARRANTIES AND GUARANTEE

6.1 The Supplier warrants that the Goods and any parts or materials used in the performance of the Services will:

6.1.1 conform to the Specification;

6.1.2 be fit for their purpose or any special purpose notified in writing by Edwards to the Supplier;

6.1.3 be new and unused; be of sound materials and workmanship and shall be of satisfactory quality and free from any defects (latent or otherwise);

6.1.4 conform with all legal and regulatory requirements applicable to such Goods or Services (including any parts or materials used in the performance of the Services);

6.1.5 be accompanied by all appropriate information, warnings, instructions and documentation in relation to the use, storage, operation, transportation and disposal of such Goods or parts or materials;

6.1.6 comply with and be properly marked in accordance with any applicable regulations and directives.;

6.2 In addition, and in relation to the Goods and any parts or materials used in the performance of the Services, the Supplier shall:

6.2.1 specify full details regarding all immediate and long-term potential hazards or dangers [including, but not limited to, toxicity, flammability, harmful effect due to inhalation or direct contact and whether due to direct or indirect use thereof;]

6.2.2 furnish full details relating to the most appropriate safety precautions to be taken (including in relation to the use or handling thereof);

6.2.3 appropriately and prominently label all receptacles containing dangerous, toxic or otherwise harmful Goods in order to protect those who handle them or who are exposed to them;

6.2.4 notify Edwards prior to the supply of any Goods or use of any materials in the provision of Services, which are manufactured using or containing ozone depleting substances.

6.3 The Supplier warrants that all Services (including without limitation design work) will be performed (i) in a safe and workmanlike manner and in accordance with best practice and with the degree of skill, care and diligence exercised by skilled and experienced contractors in the Supplier's industry (ii) in full accordance with all applicable safety laws and regulations, information, warnings and (iii) so as to ensure that the completed works the subject of the Services are free from defects in materials and workmanship and fit for purpose.

6.4 Without prejudice to Edwards' other rights under the Contract or otherwise, at Edwards' option, the Supplier shall at its own cost replace or repair any defective Goods and remedy any defect, failure or other detriment to Edwards arising from a breach of the warranties set out in this Condition 6, within 12 months of the date of acceptance of the Goods or completion of performance of the Services. If remedial action is not taken by the Supplier within a reasonable time period (having regard to the nature of the defect), Edwards may proceed to do, or direct a third party to do, the work at the Supplier's risk and expense.

6.5 The Supplier shall at its own cost, replace or repair at Edwards' discretion any of the parts or materials so repaired, modified or replaced under this Condition 6 if it is defective within a period of 12 months from the date of acceptance of such repair, modification or replacement.

6.6 The Supplier agrees to the pass through or assignment to any subsequent user or purchaser the benefit of any warranty or guarantee to which Edwards is entitled hereunder and the Supplier agrees to enter into such documents as may be necessary to achieve this.

6.7 The Supplier shall ensure compliance with all applicable export laws and regulations in the execution of the Contract. The Supplier shall ensure that the Goods and Services to be delivered in accordance with the Contract shall be free from any export restrictions at the time of delivery and any necessary licences, authorizations or certificates obtained to ensure delivery in accordance with the Contract. The Parties agree that any export restrictions do not constitute a Force Majeure event. In view of re- exportation of the Goods and Services Supplier shall perform any actions reasonably necessary to assist Edwards. In particular Seller shall provide Buyer, upon request, a written confirmation of the single country of origin for each of the Goods supplied.

6.8 The Supplier warrants that parts or materials for use in Edwards products do not contain substances that are – on the Authorization (Annex XIV) or Restriction (Annex XVII) Lists of REACH; or above 0.1% by weight of any substance in the Candidate List of Substances of Very High Concern (SVHC's), which is published as part of Regulation (EC) No 1907/2006 (REACH); or which are declarable under IEC 62474 – Material Declaration for Products of and for the Electro-technical industry.

The Supplier shall only provide components for use in Edwards products that are compliant with Directive 2011/65/EU of the European Parliament and of the Council of the European Union (the Restriction of Hazardous Substances or "**RoHS**" Directive), and Directive (EU) 2015/863, adding new material restrictions which will be phased in from July 2019.

The Supplier shall provide appropriate documentation or proof of such compliance at Edwards request, and update Edwards if compliance status changes.

7. INDEMNITY AND INSURANCE

7.1 The Supplier shall hold harmless and indemnify Edwards from and against any liability, loss, costs (including legal fees), expense, damage, death or injury arising in consequence of (i) a defect in design (other than a design made or furnished by Edwards), parts or materials or workmanship of Goods or Services or any breach by the Supplier of the Contract (including any late delivery of Goods and/or performance of Services) or (ii) any negligence, willful default or wrongful act or omission of the

Supplier, its employees, sub-contractors or agents, save to the extent that such liability, loss, cost, expense, damage or injury is due to the negligence of Edwards.

7.2 The Supplier agrees to indemnify Edwards from any and all losses sustained by Edwards by reason of any third party claim for injury, death or other damage caused by breach of the warranties within Condition 6 above or by defects in the Goods and/or in the quality of the Services (including any product recall costs incurred by Edwards as a consequence of Edwards receiving defective Goods).

7.3 The Supplier shall arrange and maintain, at its own cost, all necessary insurance on terms satisfactory to Edwards.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.1 All intellectual property rights including patents, trademarks, service marks, design rights (whether registered or unregistered), copyright (including any future copyright) and any application for any of the foregoing, arising from work conducted or prepared by the Supplier for Edwards or in tooling supplied by or on behalf of or funded by Edwards shall belong to Edwards and the Supplier agrees at Edwards' expense to execute all documents and do all such other things as may reasonably be required (i) to assign such rights to Edwards and (ii) to otherwise assist Edwards in applying for and being granted such rights.

8.2 Property in all goods and materials (including, without limitation, photographs, drawings, illustrations, film negatives, positives, bromides, recordings, proofs, physical embodiments of computer programs, tools/tooling and dies) supplied to the Supplier by or on behalf of Edwards, or prepared, manufactured or procured by the Supplier specifically for or in connection with the performance of the Contract for Edwards shall belong to Edwards and shall immediately upon Edwards' request be handed over to Edwards free of charge and in good condition and no such goods or materials shall be used by Supplier other than in the performance of the Contract or disposed of without the prior written consent of Edwards.

8.3 All information and documents provided to the Supplier by Edwards, or otherwise acquired by the Supplier relating to Edwards' business, or created or produced by or on behalf of the Supplier specifically for or in connection with the performance of the Contract for Edwards shall be kept confidential by the Supplier and shall not be used or caused to be used by the Supplier other than for the purposes of the Contract without first obtaining Edwards' express consent in writing.

8.4 The provisions of Condition 8.3 above shall continue in force notwithstanding termination, however caused, or completion, of the Contract.

8.5 The provisions of Condition 8.3 above shall not apply to any information or document in the public domain or coming into the public domain other than through the default of the Supplier.

8.6 Without prejudice to Conditions 8.3 and 12.1, if the Supplier assigns or sub-contracts any part of the Contract to any person, the Supplier shall ensure that such person agrees to be bound by these Conditions 8.1 to 8.5 (inclusive) as though a party to the Contract and the Supplier shall indemnify Edwards against any consequences of the Supplier's failing to do so, including any claim made by such person which it could not make if it were a party to the Contract.

8.7 The Supplier warrants that the sale, possession, resale or use of the Goods and/or the performance of the Services to be supplied do not infringe any third party intellectual property rights including patents, designs (whether registered or not), copyright, trade and service marks (whether registered or unregistered), and undertakes to indemnify and hold harmless Edwards, its employees, officers, servants, agents, successors, assigns and customers ("the Indemnified Parties") against all royalties or license fees (to the extent not specifically provided for) and against all damages, expenses, losses or costs suffered by the Indemnified Parties or which the Indemnified Parties may be liable in respect of any breach of this warranty. The Supplier will give the Indemnified Parties all such support and assistance as the Indemnified Parties reasonably require in defending a claim that the Goods and Services infringe any third party intellectual property rights. If it should come to Edwards' knowledge that a claim may arise under this warranty, Edwards reserves the right to terminate the Contract forthwith on written notice and without any liability.

8.8 The Supplier shall make no reference to Edwards in its advertising, literature or correspondence without Edwards' prior written agreement. Nothing in this Contract shall entitle the Supplier to use any name, trade mark or logo of Edwards without the prior written consent of Edwards.

9. SPECIAL TOOLS, JIGS OR FIXTURES

Where special tools, jigs or fixtures are designed, prepared or produced specifically for Edwards, such items shall not be used for any other person (legal or otherwise) or corporation and shall not be stripped, altered or destroyed without the prior written consent of Edwards. Edwards reserves the right to require the Supplier to transfer such items to third parties, nominated by Edwards, and such items shall become the property of Edwards on completion or, if earlier, termination of the Contract.

10. TERMINATION

Edwards shall be entitled to terminate the Contract immediately upon notice and to enter the Supplier's premises and remove any Edwards Property if:

10.1 There is a material breach (which includes a series of repeated breaches however small) of a term or any breach of warranty of the Contract by the Supplier; or

10.2 Any distress or execution shall be levied on the Supplier's goods or if the Supplier has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, becomes insolvent, compounds or makes any arrangement with its creditors or commits any act of bankruptcy or is wound up or goes into liquidation or if the Supplier shall suffer any analogous proceedings under foreign law.

Termination of the Contract shall be without prejudice to the accrued rights of Edwards or the Supplier prior to the date of termination.

11. ATLAS COPCO BUSINESS CODE OF PRACTICE AND RESPONSIBLE BUSINESS ALLIANCE CODE OF CONDUCT

11.1 The Supplier acknowledges that Edwards adheres to Atlas Copco Business Code of Practice[1] , and adopts the Responsible Business Alliance's Code of Conduct (the RBA Code), covering areas such as business ethics, labor, safety and the environment. By supplying goods and/or services to Edwards, the Supplier agrees that it shall adhere to the Atlas Copco Business Code of Practice which can be found at https://www.atlascopcogroup.com/en/sustainability/living-by-the-highest-ethical-standards/code-of-conduct and the RBA Code that can be found at www.responsiblebusiness.org.

11.2 Edwards shall have the right to terminate its business relationship and any associated agreements with the Supplier if the Supplier is (or Edwards reasonably believes that the Supplier is) in material breach of the Atlas Copco Business Code of Practice and RBA Code and, in the case of breaches which are capable of remedy, the Supplier fails to remedy such breach, after written notification by Edwards of such breach, within the cure period specified by Edwards for such remedy. In determining the length of any cure period Edwards shall act reasonably, having regard to the severity and nature of the breach.

11.3 The Supplier shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act as amended from time to time, and generally in the course of conducting business behave ethically, with integrity and mutual respect (the "Relevant Requirements"); have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and the US Foreign Corrupt Practices Act, to ensure compliance with the Relevant Requirements by any of the Supplier's employees, officers, representatives and subcontractors and any person who acts for or on its behalf in connection with the performance of the Contract; warrant that no intermediary of any kind was

[1] https://www.atlascopcogroup.com/en/sustainability/living-by-the-highest-ethical-standards/code-of-conduct

used in the negotiation and conclusion of the Contract. Breach of this clause shall be deemed a material breach of the Contract. Edwards shall be entitled to terminate the Contract or any part of it with immediate effect should it have reasonable grounds to suspect that this clause has been breached by the Supplier.

11.4 The Supplier warrants that the tantalum, tin, tungsten, gold and cobalt in products which they supply to Edwards does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. The Supplier shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to Edwards upon request.

12. GENERAL

12.1 Personal data relating to EDWARDS' employees, contractors and agents, professional advisors and other individuals working for EDWARDS may be processed by the Supplier only in order to perform its contractual obligations, in which case the Supplier shall ensure that it complies with the obligations imposed on data processors by the EU General Data Protection Regulation (GDPR) and any other applicable law on data protection.

12.2 The Supplier may not assign or sub-contract the Contract without the prior written consent of Edwards. Edwards may at any time assign, transfer, charge or deal in any manner with the Contract or any rights under it.

12.3 The Supplier may not, without the express prior written consent of Edwards, sell or transfer to a third party the ownership of, or grant or permit to be retained any security interest over, any amount due from Edwards to Supplier.

12.4 Time is of the essence for the performance of the Contract by the Supplier.

12.5 No term or provision of the Contract shall be enforceable by a third party (being any person other than the parties and their permitted assignees and successors).

12.6 No failure or delay on the part of Edwards to exercise any power, right or remedy under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by Edwards of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. No waiver by Edwards shall be valid unless made in writing.

12.7 The Contract constitutes the entire agreement between Edwards and the Supplier relating to the sale and purchase of Goods and/or Services. No amendment to or a variation of the Contract shall be effective unless agreed in writing by Edwards.

12.8 All Contracts, acceptances, correspondence, specifications and other documents shall be in the Korean or English language and shall be governed by and construed in accordance with the laws of Republic of Korea and Edwards and the Supplier hereby submit to the non-exclusive jurisdiction of the Seoul Central District Court. Edwards shall have the option to bring suit before the Courts of the domicile of the Supplier.

12.9 Edwards reserves the right at any time to cancel the Purchase Order in whole or in part or to make any changes. Unless any cancellation or changes arise from the Supplier's default, Edwards shall pay to the Supplier fair and reasonable compensation for the Supplier's work-in-progress at the time of change or termination, but such compensation shall never include loss of anticipated profits or any economic or consequential loss.

12.10 In the event that any term or provision of the Contract is declared null and void or unenforceable by any court of competent jurisdiction, the remainder of the provisions of the Contract shall remain in full force and effect to the fullest extent permitted by applicable law.

12.11 Headings in the Conditions are for convenience only and do not affect their interpretation.

12.12 References to all laws, regulations and codes of practice shall be deemed to include all amendments or revisions thereto and re-enactments thereof as may be made from time to time.