

TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES FOR EMEA AND APAC

This document sets out the Terms and Conditions of Purchase agreed between **Epredia Holdings Limited and/or any of its Affiliates** and the Supplier for the provision of Goods and Services and the Supplier acknowledges receipt of a copy of these terms and their incorporation into the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1. "Affiliate" means any corporation, firm, limited liability company, partnership, or other legal entity that directly or indirectly, through one or more intermediaries, now or hereafter, controls, is controlled by, or is under common control with a Party or any entity controlling a Party. As used herein, "control" means the direct or indirect ownership of fifty percent (50%) or more of the voting shares of stock or equity interests which are entitled to vote for the directors of the controlled entity, or otherwise has the actual ability to direct and control the management of the controlled entity, but only for as long as such control exists or is retained.
- 1.2. 'Applicable Data Protection Laws' mean any applicable data protection and privacy laws relating to the protection of individuals with regards to the processing of personal data including but not limited to (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR"); (ii) the GDPR as transposed into the national laws of the United Kingdom; (iii) Directive 2002/58/EC, as amended or replaced; (iv) Japan's Act on the Protection of Personal Information, as amended and such other applicable laws in the Asia Pacific region; (v) all artificial intelligence laws, rules, ordinances and regulations, including but not limited to the EU AI Act; and (vi) any corresponding or equivalent national laws or regulations including any amendment, supplement, update, modification to or re-enactment of such laws.
- 1.3. 'Breach' means any actual or reasonably suspected unauthorized acquisition, access, use, disclosure, loss, or modification of Personal Data provided by or on behalf of the Company to the Supplier, including any "personal data breach" (as defined under the GDPR and as similar terms are defined in Applicable Data Protection Laws)
- 1.4. 'Company' means Epredia Holdings Limited or any of its Affiliates.
- 1.5. 'Contract' means the agreement covering the Services as entered into between the parties.
- 1.6. 'DP Regulator' means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Applicable Data Protection Laws.
- 1.7. 'Epidemic Failure' means a defect, failure or non-conformity in more than one (1) unit of the same Product where each such defect, failure, non-conformity (1) has a similar root cause, (2) all such defects, failure, non-conformity occur in ten (10) percent or more of Product received by Company. (3) within any six (6) month period.
- 1.8. 'Goods' mean all or any of the materials, items or products which the Supplier has contracted to provide to the Company.
- 1.9. 'Personal Data' means any information relating directly or indirectly, to an identified or identifiable natural person. The definition of Personal Data shall include, but shall not be limited to "personal data" as such term is defined under the GDPR.
- 1.10. 'Processing' means any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether or not by automated means. The definition of Processing shall include, but shall not be limited to "processing" as such term is defined under the GDPR. Variations of the term "Processing" such as "process" shall have the same meaning.
- 1.11. 'Price' means in relation to the Goods and/or Services, the price agreed between the Parties and set out in the relevant Purchase Order.
- 1.12. 'Purchase Order' means the Company's written or oral instructions to the Supplier incorporating these Terms and Conditions and requesting that the Supplier supply the Goods or perform the Services.
- 1.13. 'Regulations' mean directives, statutes, regulations, codes of practice or other instructions having the force of law relevant to the handling,

storage, use, sale or supply of goods or the provision of services in force from time to time.

- 1.14. 'Restricted Transfer' means a transfer of Personal Data from Company to Supplier or from Supplier to its subcontractors, which, in the absence of an adequacy decision, or other provisions approved by a DP Regulator, or SCCs, or binding corporate rules, or approved codes of conduct, or certification mechanisms would be unlawful under Applicable Data Protection Laws.
- 1.15. 'SCCs' mean the standard contractual clauses set out in Commission Implementing Decision (EU) 2021/914 for the transfer of personal data to third countries pursuant to GDPR, as updated, amended, replaced and superseded from time to time (as recognised by the Swiss Federal Data Protection and Information Commissioner); and/or the equivalent clauses recognised in the United Kingdom and other jurisdictions.
- 1.16. 'Services' mean the services to be performed by the Supplier for the Company pursuant to and set out in any Purchase Order.
- 1.17. 'Supplier' means the person or company who is engaged by the Company to provide the Goods or perform the Services and to whom the Purchase Order is addressed.

2. APPLICATION OF CONDITIONS

- 2.1. These conditions shall govern the Contract between the Company and the Supplier.
- 2.2. The terms and conditions of the Contract may only be altered by the written agreement of the Parties and any agreed amendments will be recorded on a separate amendment sheet.
- 2.3. Each Order for Goods and/or Services by the Company from the Supplier shall be deemed to be an offer by the Company to purchase Goods and/or Services subject to these Terms and Conditions and no Purchase Order shall be accepted until the Supplier gives notice of acceptance of the offer in writing. If the Supplier has not previously accepted these Terms and Conditions, then acceptance of the Purchase Order by him shall also constitute such acceptance.
- 2.4. Notwithstanding anything to the contrary in the Supplier's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement letter or any other document issued or sent by the Supplier, these Terms and Conditions shall apply to the entire exclusion of all other terms or conditions and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.5. The Supplier shall not assign or subcontract all or any portion of its rights or obligations under this Contract without the prior written approval of the Company.

3. PRICES

- 3.1. Unless otherwise explicitly agreed in writing, the Prices shown in the Purchase Order are firm and fixed for the duration of the Contract. Neither variation in the Price nor extra charges will be accepted by the Company.
- 3.2. Prices are exclusive of Value Added Tax but inclusive of all other taxes, duties and all other charges.

4. TERMS OF PAYMENT

- 4.1. Payment of the Price (or any part thereof) shall not constitute any admission by the Company as to the performance by the Supplier of its obligations under the Contract.

All invoices must state the Company's Contract/ Purchase Order number and the Supplier's advice number. Documents not bearing the above information will become disputed invoices until such time as the relevant information is provided. Invoices shall contain the following information: Suppliers VAT Registration number, product description, Company item number and delivery quantity of each individual item, delivery address, customs tariff number (if applicable), country of origin and - where relevant under applicable law, the current good manufacturing principles (cGMP) and/or good distribution practices (cGDP) - the lot/serial number.

- 4.2. Company reserves the right to withhold payment in respect of disputed invoices by notifying Supplier of any disputed invoices within 14 working days of receipt.
- 4.3. Company reserves the right to deduct any payments due or to become due from the Supplier and for the purposes of the insolvency regulation of the applicable jurisdiction. A mutual arrangement is hereby established in order to effect the provisions of this Clause 4.3.
- 4.4. Unless otherwise agreed between the parties in writing, payment of undisputed invoices will be made 60 days from the date on the Suppliers invoice.

5. RIGHT OF OWNERSHIP/PASSING OF TITLE

- 5.1. Title to the Goods stated in Company's order shall pass to Company on delivery and risk in the Goods will pass to the Company on acceptance by Company or its carriers at the agreed point of delivery of the Goods to Company provided however that where Goods are transferred to Company in connection with Services, risk and title to such Goods shall pass to Company (i) on substantial incorporation into or onto the premises or other real or personal property of Company or (ii) on completion of the Services whichever is the earlier.
- 5.2. Supplier shall not be entitled to exercise a right of retention on any Goods in the Company's possession, and which are the property of the Company nor exercise a lien over the Company's property which is in the Supplier's possession.

6. DELIVERY

- 6.1. Supplier will deliver the Goods to the point of delivery and/or perform the Services at the location specified on the Purchase Order, at the Supplier's risk and on the date for delivery or performance as also set out on the Purchase Order. Delivery or performance will only be accepted by the Company during normal working hours, unless otherwise agreed in writing.
- 6.2. All Goods shall be received subject to the Company's right of inspection and rejection. Defective Goods or Goods not in strict conformance with an order or the Company's or the Supplier's description or specifications, will be held for receipt of instructions, at the Supplier's risk, and if the Supplier so directs, will be returned, at the Supplier's expense. If the Supplier does not receive such written instructions within 45 days of the Company's request, the Company may, without liability to the Supplier, dispose of the Goods, as it deems appropriate, at its sole discretion. The Company may, by written notice to the Supplier, and in addition to other remedies provided by law, require replacement or correction of rejected Goods. Payment for Goods on an order prior to inspection shall not constitute acceptance thereof or a waiver of a breach of warranty and is without prejudice to any claim(s) of the Company. The Supplier shall inspect all Goods prior to shipment to ensure conformance with all requirements of an order. All Goods delivered to the Company or a third party must comply as to quantity, quality, description and sample as specified in the Contract, Purchase Order or Specification and any failure to comply will entitle the Company, at its option, to reject the whole delivery of Goods and claim damages suffered as a result.
- 6.3. If delivery of the Goods or performance of the Services is delayed by cause outside the control of the Supplier, then the Supplier shall give written notice to Company of such cause within 7 days of its occurrence. Company may then (without prejudice to its other rights) allow such extra time for delivery or performance as reasonable considering the circumstances.
- 6.4. Unless Company has exercised its rights under Clause 6.5 or otherwise agreed in writing, the Supplier shall as soon as reasonably practicable and at its expense make good any shortages in the Goods and where appropriate (i) collect any of the Goods which do not comply with the Purchase Order, or (ii) which have been damaged in transit or (iii) which have visual defects and replace the same within 48 hours of the Supplier's acceptance or deemed acceptance in accordance with Clause 6.2 above.
- 6.5. Supplier may not deliver Goods or provide Services in instalments or make partial deliveries or partial provision of Services unless otherwise stated on Companies order. Where the Company agrees to accept delivery of the Goods and/or performance of the Services by instalments the Contract will be construed as a single contract in respect of each instalment.

Nevertheless, failure by the Supplier to deliver and/or perform any one instalment shall entitle the Company at its option to terminate the Contract.

- 6.6. All Goods shall be properly packaged to survive transit, and to resist pilferage, distortion, corrosion or contamination. The Goods shall be delivered packaged in suitable packaging for transportation having regard to their nature. Packaging must be safe for transportation and must comply both with the applicable terms of carriage for the mode of transportation chosen and with any packaging obligations as provided for by applicable law and/or as set forth in this Contract.
- 6.7. All Goods shall be clearly and legibly labelled and addressed. Each individual consignment shall be marked according to applicable law and must contain the agreed documents. In addition to a delivery note it must in particular contain any and all documents which must be submitted pursuant to, as applicable, current good manufacturing practices (cGMP) and current good distribution practices (cGDP).
- 6.8. All shipments must be accompanied by a packing advice note stating the Purchase Order/Contract number and listing in full the contents.
- 6.9. The Supplier must ensure that all packaging complies with the relevant legislation or regulations. Supplier warrants the Goods, including all packaging thereof, shipped pursuant to the Purchase Order shall (i) have been produced in compliance with and meet the minimum standards of all applicable laws, regulations, rules, guides, ordinances/ standards in effect as of the date on which such merchandise is accepted by Company and that such sale does not violate any applicable laws, regulations, standards; and shall appropriately label containers of all goods which are known to constitute a health, poison, fire, environmental, safety or explosion hazard and shall provide Company any and all material required for Company to comply with all laws, regulations, rules, guides, ordinance and/or standards, including, without limitation, Safety Data Sheets. and (ii) shall comply with the regulatory provisions of the applicable country regulations, such as the provisions of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"), the Restriction of Hazardous Substances in Electrical and Electronic Equipment (RoHS), etc. When REACH is applicable, any substances contained in the product must be registered if required by REACH. Supplier shall provide safety data sheets in accordance with REACH or the information required under Article 32 of REACH. Upon request Supplier shall provide the information according to Article 33 of REACH.

7. RETURNS, CANCELLATION AND TERMINATION

- 7.1. Company reserves the right to return to the Supplier at the Supplier's expense any Goods delivered in advance of the contracted delivery date, such Goods shall remain at Supplier's risk at all times.
- 7.2. Company may without affecting its accrued rights terminate all or any part of this Contract by giving notice to the Supplier, if:
 - 7.2.1 the Supplier refuses or fails to deliver the Goods or perform the Services within the time specified; or
 - 7.2.2 the Supplier commits a breach of any of the terms and conditions of the Contract;
 - 7.2.3 the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or
 - 7.2.4 the Supplier suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the

Supplier, or is unable to pay its debts within the meaning of applicable law or the Supplier ceases to trade;

- 7.2.5 the Supplier ceases or threatens to cease to carry on its business; or
- 7.2.6 the financial position of the Supplier deteriorates to such an extent that in the opinion of Company the capability of the Supplier to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 7.3. In the event of a termination for default, the Company's liability shall be limited to the payments for Goods delivered or the Services performed, and accepted, by the Company under the Contract.
- 7.4. Company may terminate the Contract at any time for its convenience, in the whole or in part, in which event, the Company's sole obligations and liability to the Supplier shall be to reimburse the Supplier for those Goods actually delivered and accepted by the Company and those Services performed and accepted up to the date of termination.
- 7.5. Company may order suspension of a Purchase Order, or part thereof, by notice in writing. In such event the Supplier will minimise the cost of such suspension and Company will upon request make an equitable adjustment to the Contract to reflect the period of the suspension.
- 7.6. In no event shall Company be responsible for loss of the Supplier's anticipated profit or any other consequential, indirect damages or purely economic loss nor shall the Company's liability in any event exceed the Contract value.
- 7.7. Company may at any time make changes in shipping and packing instructions, quantities, drawing, designs, specifications, place and/or time of delivery or performance, for which an appropriate adjustment to the Contract shall be made and agreed between the parties in writing.

8. SPECIFICATIONS, DRAWINGS AND COPYRIGHT

- 8.1. The Supplier grants Company a free right, unlimited in terms of territory, time and scope, to its or its agents', employees' or subcontractors' copyrights and/or other intellectual property rights in all artwork, data, designs, drawings, specifications, tooling, goods and other materials, created in furtherance of the Contract.
- 8.2. Any tools, patterns, dies, moulds, jigs, fixtures, drawings, or any other forms of intellectual property rights in all drawings, specifications, data and artwork furnished to the Supplier by Company, or fully or partially paid for by the Company shall be the property of Company and subject to removal by Company upon completion of this Contract, and shall be used only in fulfilling the Contract and held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions.
- 8.3. Supplier agrees not to make any use of goods, tooling, data, designs, or any other forms of intellectual property rights in all drawings, specifications, artwork and other information furnished by Company or created hereunder, except for the performance of the Contract and in accordance with the Company's instructions.
- 8.4. Supplier agrees not to disclose such data, designs, drawings, specifications, artwork or other information to any third party other than as necessary for the purposes of enabling it to perform its obligations under the Contract.
- 8.5. Upon completion or termination of the Contract, the Supplier shall return to Company on demand all such tooling, data, designs, drawings, specifications and other material or information, including artwork and any copies thereof made by the Supplier.
- 8.6. This Contract is confidential between the Company and the Supplier, and it is agreed by the Supplier that none of the details connected herewith or the relationship between the parties shall be published or disclosed to any third party without the Company's written permission.
- 8.7. Company reserves any ownership right, copyright or other intellectual property right that Company has in any objects or documents (also including electronic documents) provided to Supplier in connection with the Contract.

9. SUPPLIER WARRANTIES

9.1. **In the case of Goods:** Supplier undertakes and warrants to Company that:

- 9.1.1. The goods shall comply with either Supplier's standard, or any agreed contract specification or description or any agreed design in respect of the Goods, and shall otherwise be of satisfactory quality, of sound design, materials and workmanship and be to Company's reasonable satisfaction.
- 9.1.2. If any or all of the Goods supplied shall be defective upon delivery or shall prove to be defective within 12 months' use, Company may call upon the Supplier, without prejudice to Company's other rights, to rectify, replace or reimburse at Company's option the defective Goods. All rectification and replacement will be carried out at the Supplier's own expense.
- 9.1.3. All obligations in this warranty shall further apply to any such rectified or replacement Goods.

9.2. **In the case of Services:** Supplier undertakes and warrants to Company that:

- 9.2.1. the Services shall comply on completion of their provision to Company with either Supplier's standard, or any agreed contract specification or description or any agreed sample or demonstration in respect of the Services and shall otherwise be the best of their kind provided in the trade and be to Company's reasonable satisfaction;
- 9.2.2. the Services shall be provided with the highest standards of care, skill and workmanship accepted within the trade and that Supplier shall hold as bailee and treat with the highest degree of care and skill accepted within the trade all items, Goods or other materials of Company entrusted or otherwise provided to Supplier for or in connection with the provision of the Services;

10. DATA PROTECTION

10.1. The Supplier shall comply with the provisions and obligations imposed on it by the Applicable Data Protection Laws at all times when processing Personal Data in connection with the Contract. To the extent the Supplier receives from, or processes any Personal Data on behalf of the Company, the Supplier shall:

- 10.1.1. process such Personal Data (i) only for the purpose set out in the Contract and in accordance with the Company's written instructions from time to time (including those set out in the Contract), and (ii) only for the duration of the Contract; take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data, and receive appropriate training regarding information security and the protection of Personal Data;
- 10.1.2. maintain, monitor and enforce an information security program consistent with industry standards and Applicable Data Protection Legislation and that contains appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
- 10.1.3. not perform a Restricted Transfer without the Company's written consent, unless exceptions can be applied under the Applicable Data Protection Laws, including entering into any applicable SCCs;
- 10.1.4. report any Breach in writing to Company without unreasonable delay, but no later than twenty-four (24) hours after discovering such Breach;
- 10.1.5. only appoint a third party (including any subcontractors and affiliates) to process such Personal Data with the prior written consent of the Company;
- 10.1.6. not disclose any Personal Data to any individual or to any third party other than at the written request of the Company or as

expressly provided for in the Contract;

- 10.1.7. as the Company so directs, return or irretrievably delete all Personal Data on termination or expiry of the Contract, and not make any further use of such Personal Data (except to the extent applicable law requires continued storage of the Personal Data by the Supplier and the Supplier has notified the Company accordingly);
- 10.1.8. permit the Company or its representatives to access any relevant premises, personnel or records of the Supplier on reasonable notice to verify compliance with this Clause 10;
- 10.1.9. take such steps as are reasonably required to assist the Company in ensuring compliance with its obligations under the Applicable Data Protection Laws, including in relation to rights requests, any Breach, and any requests from a DP Regulator;
- 10.1.10. notify the Company within two (2) business days if it receives a request from an individual to exercise its rights under the Applicable Data Protection Laws in relation to that person's Personal Data; and
- 10.2. To the extent that the Supplier provides Personal Data to the Company it shall do so only where it has obtained all necessary consents from, and provided all necessary notices to, the relevant individuals.
- 10.3. If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Applicable Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 10.4. The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Company against all costs, claims, damages or expenses incurred by the Company or for which the Company may become liable due to any failure by the Supplier or its employees, agents, consultants or sub-contractors to comply with any of its obligations under this Clause 10.

11. LIMIT OF LIABILITY

- 11.1. Supplier shall indemnify and keep the Company indemnified in full and on demand against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), damages, injury, costs and expenses (including reasonable legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with (i) defective workmanship, quality or materials; (ii) Goods and/or Services supplied which do not comply with the Contract; (iii) Goods and/or Services supplied which do not comply with the Regulations; (iv) any dispute or claim whether in contract or tort or the assertion of a statutory right or other claims or proceedings made or brought against Company in respect of or in connection with Goods and/or Services supplied or the use of or any other dealing with the Goods and/or Services by the Company or by a third party including without limitation to product liability claims, claims under any and all applicable laws and claims by a third party alleging infringement of its intellectual property rights; (v) any act or omission of the Supplier or its employees or agents or subcontractors in carrying, supplying, delivering, loading, off-loading or installing the Goods; (vi) any act or omission of the Supplier or its employees or agents or subcontractors in connection with the performance of the Goods or Services; (vii) any act or omission of any third party to whom the Supplier has assigned, transferred or subcontracted any of its obligations under the Contract; (viii) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods; (ix) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services performed by the Supplier as a direct consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

- 11.2. Supplier shall keep Company fully and effectively indemnified against

any royalties payable by the Supplier.

- 11.3. **For UK only:** The Supplier shall keep the Company fully and effectively indemnified against any claims concerning product liability under the Consumer Protection Act 1987.
 - 11.4. The Supplier shall supply Company at Supplier's expense with all reasonable assistance required by Company to deal with any claim.
 - 11.5. Claims under Clause 11(i) shall include claims for personal injury and death save that Clause 11(i) shall not apply to claims relating to personal injury or death caused by the negligence of the Company, its employees or agents.
 - 11.6. This indemnity shall not apply if and to the extent that a claim arises from: (i) the Company's fraudulent misrepresentation for which Company shall be responsible; or (ii) defects in design or any specification if the Company has supplied or furnished the design or specification and the Supplier has disclaimed any responsibility.
- Supplier further warrants that the import, storage, sale and conventional use of the goods, work delivery or results of services in accordance with the Purchase Order shall not infringe any third party's patent, copyright or other intellectual property rights.
- 11.7. Supplier shall release Company and Company's customers from claims of third parties for any infringement of property rights and also bear all costs Company incurs arising out of or in connection with such claims.

12. HEALTH AND SAFETY AT WORK

The Supplier shall provide the Company with all necessary instructions and manuals and take all other precautions necessary to ensure the safe usage of the Goods, together with compliance with any relevant safety regulations.

13. PUBLIC AND PRODUCT LIABILITY AND INSURANCE

- 13.1. Supplier shall have in place a suitable policy of insurance to cover its liabilities to Company and other parties under the Contract and Company shall have the right to request evidence of such insurance. Such insurance shall be as follows:
 - (i) Public liability insurance to provide a limit of liability in respect of any one accident or occurrence of (EUR 1 million (for small companies of 1 to 5 employees) EUR 5 million (for medium sized companies of 6 to 100 employees) EUR 10 million (for large companies of 101 employees or more).
 - (ii) Employers' liability insurance of EUR 5 million or such a sum, the minimum being EUR 5 million, as shall have been agreed in writing in respect of any one accident or occurrence. In the case of self-employed contractors, insurance in respect of death or personal injury claims of EUR 1 million.
 - (iii) Product liability insurance (where relevant) of EUR 5 million in respect of any one incident or occurrence.

14. ASSIGNMENT AND SUBCONTRACTING

Supplier shall act at all times as principle and shall not, without the prior consent in writing of a duly authorised officer of Company, assign, transfer or sub-contract any obligations or benefit of these conditions or the terms of the Contract. In the event that such consent is given to sub-contract, Supplier agrees that it remains bound by these terms as principal.

15. EPIDEMIC FAILURE AND PRODUCT RECALL

- 15.1. In the event of an Epidemic Failure in Products, Company may call a suspension of deliveries without any liability until the root cause is determined and a corrective action plan is agreed. An epidemic failure constitutes a breach of Suppliers warranties set out in Section 9. even if the time period stated therein has expired. Notwithstanding Supplier's other liabilities (express or implied) towards Company, Supplier shall bear all costs for verified epidemic failures, including: (a) all costs of Supplier; (b) all shipping costs to and from Company's or Company's customer site to the Supplier; (c) all costs incurred by Company in replacing or making good the defective Products or the product into which they have been incorporated; (d) Company technical or other support costs; and (e) Company's inventory carrying costs of substitute Products.

15.2. The Supplier shall notify Company immediately on becoming aware of any reason which may lead to the Supplier or the Company carrying out a product recall, including without limitation, any claim concerning the safety of Goods or their non-compliance with any specification or Regulation.

15.3. If, in the opinion of Company, it is necessary to withdraw all or some of the Goods from its premises or from sale or to recall all or some of the Goods from its customers or any third party which may have ownership or possession of the same, then:

- (i) Company shall give immediate written notice to the Supplier of its decision and its reasons;
- (ii) Supplier shall have 24 hours to respond in writing to such notice either by agreeing to such recall, (in which event Clause 15.3 (iv) shall prevail) or by giving reasons why it does not agree to such recall;
- (iii) if any dispute over the proposed recall cannot be agreed within a further 12 hours, but the Company has been notified by a regulatory authority or has other justifiable reason to believe that the Goods are unsafe or may cause damage to third parties or their property, Company may commence a product recall in its own name;
- (iv) in the event that Supplier agrees with Company that a product recall should take place, it will conduct the product recall in its own name (or if it is a Company 'own brand' in joint names or the Company's sole name at Company's sole option) with the assistance of Company at the Supplier's own cost and will indemnify Company for all reasonable costs and expenses incurred in relation thereto;
- (v) The Parties will use their best endeavours to agree a product recall procedure in advance. In the absence of such agreement, a product recall will be conducted in accordance with Company's standard product recall procedure if it is a Company 'own brand' product. The Supplier's procedure shall be used for Supplier branded products if it is, in the Company's opinion, a satisfactory procedure to ensure the safety of its customers is paramount. Supplier shall have in place a suitable policy of insurance for adequate amounts in respect of any product recall, which should as a minimum have coverage of EUR 5 million (EUR five million).
- (vi) Supplier shall indemnify and keep Company indemnified in full and on demand for all direct, indirect or consequential liability damages claims, losses including without limitation loss of anticipated profit costs and expenses including professional and legal costs on an indemnity basis suffered, incurred or paid as a result of or in connection with any product recall of any Goods including without limitation the costs of undertaking the recall, costs associated with the testing of the Goods, selling or supplying replacement goods, all associated distribution and storage of recalled goods costs, advertising and mailing costs, loss of reputation and brand name damage. The Company shall use its reasonable endeavours to mitigate any loss which the Supplier may suffer as a result thereof.

16. CUSTOMER COMPLAINTS

In the event that the Company is given notice of any claim, whether actual or threatened, concerning some or all of the Goods or the Services, it will inform the Supplier as soon as practicable of the nature of such claim. Supplier will, within 14 days of a request by Company, inspect the said Goods or Services, whether at Company's or third party's premises and prepare and submit to Company a written report of its findings within the following 14 days. In addition, and if Company or its customer so requests, it will reimburse Company the cost of instructing an industry independent expert to inspect the said Goods or Services to give an opinion in relation to their conformity with the Contract. Neither Party shall be bound by any report or opinion provided under this clause.

17. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, Company may without liability suspend or terminate (in whole or in part) this Contract by giving 10 (ten) days written notice to Supplier.

18. CORPORATE RESPONSIBILITY

18.1. Business practice – legal compliance

Supplier shall conduct on its activities with full transparency and in strict compliance with all applicable domestic and international legal standards, including without limitation Supplier shall: (i) prohibit any actions liable to falsify or distort free competition or market access or infringe the applicable legal provisions; (ii) reject any form of active or passive corruption in any domestic or international transactions covered by the OECD Convention dated 17 December 1997, as amended; (iii) refrain from any practice, either directly or indirectly, that seeks to improperly influence the Company's employees, customers, business partners, including without limitation to the offering or acceptance of gifts, in cash or in kind, in the form of goods or services, discounts, rebates, financial contributions or any other inducement; and (iv) refrain from participating in any form of financing political parties or activities even if authorized under local legislation.

18.2. Environmental protection

Supplier agrees to adopt a cautious approach to issues concerning the environment and responsible environmental practices and shall implement policies on managing and improving its industrial processes designed to limit environmental impact. In particular, the Supplier will strive in its respective domains to (i) optimise energy consumption with a view to reducing greenhouse gas emissions; (ii) optimise its consumption of natural resources; (iii) reduce the quantities of waste released and develop reclamation and recycling solutions; and (iv) reduce discharges into natural surroundings and other sources of pollution.

18.3. Occupational health and safety

The Supplier endeavours to take the necessary steps to ensure occupational health and safety. In particular, Supplier agrees to implement for its own activities a policy aimed at identifying and preventing risks affecting the health and safety of (i) its full-time and temporary members of staff; (ii) its customers' employees and the users of its products; (iii) its own suppliers and subcontractors' employees (temporary and full-time); and (iv) the surrounding communities. Furthermore, Supplier agrees to ensure that its employees fully comply with all applicable safety instructions when working on Company's group sites.

18.4. Employee rights

The Supplier (in respect of its own employees) will comply with laws and regulations applicable in the countries where it operates as well as with the principles as set down by the International Labour Organization concerning workers' rights, especially in the area of social security, working hours and conditions, compensation and exercising freedom of association. Furthermore, the Supplier undertakes not to resort in any way, directly or through its subcontractors or suppliers (i) to forced labour, and (ii) to child labour, as defined by ILO Conventions; and shall not practice any form of job discrimination.

19. PRODUCT COMPLIANCE

The Goods shall conform to all environmental and health regulations in force applicable to such Goods including, but not limited to, the following together with any subsequent amendments: (i) Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("EU REACH Regulation") and under the European Union (Withdrawal) Act 2018, the EU REACH Regulation was brought into UK law on 1 January 2021 and as may be amended from time to time by UK authorities "UK REACH Regulation"; (ii) Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS"); (iii) Regulation (EU) No 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants ("POPs"); (iv) the consolidated version of the Regulation (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures ("CLP Regulations"); (v) any national legislation adopted by a Member State of the European Union to implement EU REACH Regulation, RoHS, POPs or CLP Regulations or any other environmental or health regulations; and (vi) any other similar regulation of any jurisdictions applicable within the framework of this Contract. On first request of the Company, Supplier shall provide

Company with proof of compliance with the foregoing in the form requested by Company.

20. RESPONSIBLE PURCHASING

The Company abides with the “United Nations Global Compact” and applies the “OECD guidelines for multinational enterprises” as well as the fundamental principles and rights at work described in the “ILO Declaration” (International Labour Organization).

Company is part of the “PHC Group of companies” and as such complies with the PHC Group ESG policy (<https://www.phcd.com/global/sustainability>). Company conducts a supplier analysis based on its risks mapping before assessing, if necessary, its suppliers’ environmental, social and ethical practices through documentation reviews or on-site audits, on the basis of international standards (hereinafter referred to as the “Evaluations”). Should these assessments show any disparities between the standard reference framework used and the Supplier’s practices, Company will define with the Supplier the corrective measures to be implemented. Any failure to implement these measures may result in the Supplier being delisted and in the early termination for breach of this Contract and all other agreements concluded with the Company’s group companies.

21. COMPLIANCE

Supplier undertakes to fulfil the compliance obligations set forth in this clause. In addition, Supplier shall require its own suppliers and subcontractors to comply with the same rules. Company is entitled to conduct audits in order to ensure the compliance to these rules.

Depending on the situation, the term “Company”, as used in this clause may refer to the Company and/or all companies and legal entities which belong to the Company’s group. The Company’s group consists of any and all companies and legal entities directly or indirectly detained and/or controlled by Company.

21.1 FIGHT AGAINST CORRUPTION

Supplier shall comply and require that all of its affiliated companies, officers, employees, representatives, subcontractors, and agents (the “Supplier’s Representatives”) comply with all applicable anti-corruption and anti-bribery laws. In particular, the Supplier and the Supplier’s Representatives shall not directly or indirectly promise, offer, or grant to any public official or any other person any undue advantage with a view to making this person do or abstain from doing something, in breach of their legal or professional obligations.

Supplier shall keep accurate accounts in accordance with its country’s generally accepted accounting principles and in which all financial flows generated by this Agreement shall be correctly recorded; and shall inform Company, as soon as it may be aware, of any solicitation to commit an act of bribery or corruption occurring during the performance of the Agreement.

21.2 ECONOMIC SANCTIONS

Supplier undertakes to comply with any and all laws and regulations on economic sanctions applicable to the activities covered by this Contract. These may include instruments adopted by the United Nations, the United States or the European Union.

For all matters pertaining to the execution of this Contract, the Supplier undertakes that it will not enter into transactions with any person or entity with whom commercial transactions are forbidden or restricted by the United States or the European Union.

The Supplier also undertakes to inform Company promptly in the event that any of the materials, products and/or components (including software or services) covered by this Contract, are wholly or partly subject to any re-export restriction; and/or originate from the United States or incorporate content manufactured in the United States. In any such event, the Supplier shall provide Company with all related (and reasonably necessary) information and documents.

22. SUSPENSION OF OBLIGATIONS

Either Party shall be entitled to suspend temporarily or definitively the

performance of its obligations under the Contract without any liability to the other if, at any time, new economic sanctions and/or export regulations enter into force and render the execution of the Contract either impossible or illegal for one Party.

23. EVALUATIONS AND AUDITS

The Supplier authorizes Company to conduct Evaluations and audits at any time in order to make sure that the Supplier is complying with its obligations under this clause 23. In this regard, the Supplier shall provide all the documents and data required to prepare and conduct the Evaluation or the audit and give access to the site of the Supplier or its affiliated companies. Organization and performance of Evaluations or audits may include exchange and storage of personal data, mainly work-related.

24. CONTRACT SUSPENSION

If Company has reasons to believe that the Supplier is not fulfilling the obligations contained in this clause 24, Company shall inform the Supplier and may suspend performance of the Contract until the Supplier provides reasonable proof that it has not committed or is not about to commit a breach. Company shall under no circumstances be liable for any damage or loss caused to the Supplier by the suspension of the Contract.

25. CONTRACT TERMINATION

In case of an actual breach by the Supplier or the Supplier’s Representatives of the provisions of this clause 25, Company shall be entitled to terminate the Contract, ipso jure with immediate effect, by registered letter with acknowledgement of receipt, without paying any compensation and without prejudice to any damages or remedies which the Company may be able to claim as provided for by law. Any and all general exclusions or limitations of liability mentioned elsewhere in the Contract shall not be applicable to claims arising from or in connection with the Supplier’s breach of obligations under this clause 25.

26. CONFIDENTIALITY

26.1. Supplier undertakes to keep confidential financial, technical and other business information pertinent to Company, Company’s affiliated companies or Company business partners, which Supplier has obtained in connection with the Purchase Order, unless this information has become generally known or known to the Supplier in another lawful manner and without any confidentiality obligation. In the event that the Supplier makes use of a third party for the performance of its contractual obligations, it shall make sure that such third party contractually commits itself to at least the same degree of confidentiality.

26.2. Company shall be entitled to process and use the contact data of Supplier’s employees or subcontractors deployed by Supplier for the fulfilment of the Contract which become known to Company in connection with the respective business relationship, solely for the execution of the Contract and in accordance with the applicable data protection laws.

27. NO CHANGE REQUIREMENT

27.1. SUPPLIER is required to notify COMPANY prior to the implementation of any changes to any Goods that affect the ability of the Goods to meet specified requirement. Including, but not limited to changes in material, manufacturing, inspection/test, packaging and storage, etc.

27.2. Any changes must be submitted to COMPANY in writing. After receiving a change request, COMPANY and SUPPLIER will assess the impact of the change and agree on how it will be implemented, based on a change plan provided by SUPPLIER.

27.3. Once the change is approved by COMPANY, SUPPLIER will be allowed to move forward with making the change.

27.4. SUPPLIER should extend the same control to SUPPLIER’s sub-suppliers of parts and components.

28. GENERAL

- 28.1. If any provision of these Terms and Conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.
- 28.2. The failure by either Party to exercise or enforce any rights contained in any contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- 28.3. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 28.4. The Supplier acknowledges that the Company has trademarks which it has registered in order to protect those trademarks and neither the Supplier nor its agent will infringe the intellectual property rights of the Company nor otherwise seek to use the Company's name or trademarks for any purpose unless expressly authorised in writing by the Company. In the event of unauthorised use or infringement by the Supplier pursuant to this clause, the Company reserves the right to seek an injunction to prevent such infringement and the Supplier will indemnify and keep indemnified Company for all reasonable costs and expenses incurred in relation to such breach by the Supplier.
- 28.5. A person who is not a party to the Contract has no right under the Contracts to enforce any terms of the Contract.
- 28.6. Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.
- 28.7. In performing its obligations under the Contract, the Supplier shall and shall procure that each member of its group shall comply with all applicable laws and regulations. Company may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Clause 27.7 and for the avoidance of doubt, this right to terminate includes where the Company reasonably believes that the Supplier has not made sufficient enquiries or efforts to ensure that modern slavery is not present within the Supplier's own supply chain.
- 28.8. The rights and obligations of the Parties hereunder, and any dispute (including non-contractual disputes or claims) under this Contract shall be governed by and construed in accordance with the laws of the country where Company has its registered seat, without regard to conflicts of law principles. Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Contract must be brought within one (1) year from the date that the cause of action arose. The application to this Contract of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

Version	Modification	Author
1.0	Initial version	<i>Gavin Singleton</i>
2.0	Added clause 27 – No Change Requirement	<i>Gavin Singleton</i>