General Terms and Conditions of Sale

1 GENERAL

1.1 These General Terms and Conditions of Sale ("**GTC**") apply to all sales and services provided by the Supplier (the "**Supplier**"). They form an integral part of the Contract concluded between the Supplier and the Buyer (each a "Party", collectively the "Parties").

1.2 Any conflicting, deviating or supplementary general terms and conditions of the Buyer are expressly rejected by the Supplier. Any deviations from these GTC require a written agreement between the Parties to be valid.

1.3 Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

1.4 The rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

1.5 any reference to any English or Welsh legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;

1.6 an obligation on a Party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that Party.

1.7 The Buyer's attention is particularly drawn to the exclusions and limitations of liability at Clause 9.

DEFINITIONS

Unless otherwise specified in these GTC, the following terms shall have the meanings assigned to them below:

"Buyer": any natural or legal person or partnership that concludes a contract with the Supplier for the provision of Contractual Services;

"Services": all services to be provided by the Supplier to the Buyer, with the exception of the supply of Goods;

"Supplier": PI (Physik Instrumente) Ltd. (part of the HOERBIGER Group), the company that provides the Contractual Services to the Buyer.

"Days": calendar days;

"Contract": the entirety of the contractual provisions, including in particular the mutual rights and obligations of the Supplier and the Buyer, which are agreed between the Parties and which relate to the delivery of Goods and/or the provision of Services (each as defined below) by the Supplier to the Buyer.

"Contractual Services": the Goods to be delivered and/or Services to be performed by the Supplier under the Contract;

"Contract Price": the remuneration owed by the Buyer to the Supplier for the performance of the Contractual Services.

'**Data Protection Laws'**: any laws in force in the United Kingdom from time to time that relate to data protection, the processing of personal data, privacy and/or electronic communications; and references to **"Data Subjects"**, **"Personal Data", "processing", "Processor"** and "**Controller**" have the meanings set out in and will be interpreted in accordance with such laws (and "**process**" and "**processed**" will be interpreted accordingly);

"Goods": all physical items to be supplied by the Supplier, including in particular data carriers, software and associated documentation and information;

"**Gross Negligence**" means any act or omission which: (a) is a serious departure from the standard of care that a reasonable person would exercise in the same or similar circumstances; and
(b) involves a significant degree of disregard for or indifference to an obvious risk of loss or harm;

'**Insolvent'**: a Party (or, for the purpose of Clause 10 only, a subcontractor of either of the Parties) is Insolvent where it:
(a) gives notice under section 84 Insolvency Act 1986 of, or proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up (save for the purpose of a solvent reconstruction or amalgamation);
(b) has a winding up petition based upon a petition debt of at least £10,000 presented against it;
(c) has a winding-up order made or a notice of striking off filed in respect of it;
(d)
(i) takes or any other person takes any steps or actions in connection with the appointment of an administrator in respect of it;
(ii) has an administration order or an application for an administration order made in respect of it;
(iii) has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court;
(e) proposes, makes or is subject to:
(i) a company voluntary arrangement;

(ii) a composition with its creditors generally;
(iii) an application to a court of competent jurisdiction for protection from its creditors generally;
(iv) a scheme of arrangement under Part 26 Companies Act 2006 (save for the purpose of a solvent reconstruction or amalgamation);
(v) a scheme of arrangement under Part 26A Companies Act 2006;

(f) has a receiver, LPA receiver, fixed charge receiver, receiver and manager, administrative receiver or court appointed receiver or a provisional liquidator appointed over any of its assets, undertaking or income;

(g) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986 or takes any step in respect of obtaining a moratorium under Part A1 of the Insolvency Act 1986;

(h) ceases to trade;

(i) is unable to pay its debts as they fall due or the value of its assets are less than its liabilities, including its contingent and prospective liabilities;

(j)
(i) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;
(ii) is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000) or the EU Regulation on Insolvency Proceedings (Recast) (EU 2015/848) as those regulations are enacted by an institution of the European Union and as amended from time to time; or
(iii) is the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030);

"**Wilful Misconduct**" means any act or omission:

(a) made with knowledge that it constitutes a breach of duty under this Contract and with the intention of carrying out that breach, or

(b) made recklessly in the sense that the party carrying out the act or omission does not care whether or not its act or omission constitutes such a breach of duty.

2 CONCLUSION AND CONTENT OF THE CONTRACT

2.1 Every order placed by the Buyer shall be deemed an offer to purchase the Goods and/or Services on the terms of these GTC. A Contract shall come into existence exclusively through a written order confirmation from the Supplier or through the commencement of the performance of the contractually agreed delivery of Goods and/or provision of Services by the Supplier. The content of the Contract shall be determined exclusively by the Supplier's order confirmation, including these GTC and – where expressly referred to – any specifications, annexes and the quotation.

2.2 In the event of any contradictions or discrepancies between these GTC and a purchase order placed by the Buyer, the provisions of these GTC shall prevail, unless the Supplier's order confirmation expressly refers to the waiver of a specific provision of these GTC.

2.3 With the exception of the specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier whether in catalogues, brochures, websites, other promotional material or otherwise are for the sole purpose of giving an approximate idea of the relevant Goods. The Contract is not a sale by sample.

3 DELIVERY, TRANSFER OF RISK, ACCEPTANCE INSPECTION

3.1 Unless expressly agreed otherwise in writing or otherwise specified in the Supplier's quotation, delivery shall be Free Carrier (FCA) at the Supplier's premises in accordance with INCOTERMS 2020.

3.2 If delivery is delayed due to acts or omissions on the part of the Buyer, or if the Buyer fails to take delivery of the Goods after being notified that they are ready for dispatch, or fails to provide appropriate shipping instructions, the Supplier shall be entitled to store the Goods in a suitable warehouse at the Buyer's expense and risk. The Buyer shall bear all storage costs actually incurred, including all ancillary costs (in particular insurance, transport and handling costs), plus a handling fee amounting to five per cent (5%) of the total storage costs. Upon storage of the Goods, delivery shall be deemed to have taken place, the risk shall pass to the Buyer and the Contract Price shall become due for payment.

3.3 The Supplier is entitled to make partial deliveries and to perform Services in part. The Supplier will be entitled to invoice the Price for each instalment separately in accordance with Clause 5. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Buyer the right to cancel or terminate any other contract.

3.4 If the Parties have expressly agreed to carry out an acceptance inspection, this shall be conducted in accordance with the contractual provisions during normal business hours at the Supplier's premises. All costs and expenses incurred in connection with the acceptance inspection shall be borne by the Buyer. The acceptance criteria and the applicable inspection procedure shall be determined by mutual agreement between the Parties.

3.5 The Supplier shall notify the Buyer in good time of the date of the acceptance inspection so that the Buyer is able to attend. If the Buyer fails to attend the acceptance inspection despite having been duly notified, the Contractual Services shall be deemed to have been accepted by the Buyer.
3.6 In the case of call-off contracts, the Supplier shall agree with the Buyer on a total delivery quantity, which the Buyer shall call off within the agreed period. The call-offs, specifying the exact partial quantities, must be submitted to the Supplier no later than six (6) weeks before the start of the respective delivery month.

4 DELIVERY PERIOD

4.1 Delivery dates are non-binding estimates, unless expressly a binding delivery date has expressly been agreed to in writing. In the case of non-binding delivery dates, the Supplier shall only be liable for damages resulting from delay in accordance with Clause 9.
4.2 If a delivery date cannot be met for reasons beyond the Supplier's control, or if a delay in the fulfilment of the Supplier's contractual obligations arises as a result of acts or omissions attributable to the Buyer or its representatives, or if the Supplier is thereby prevented from fulfilling them, the delivery, performance or completion date shall be adjusted accordingly. In the event of a delay attributable to the Buyer or its representatives, the Supplier shall also be entitled to charge the Buyer for all additional costs actually incurred as a surcharge on the agreed Contract Price. Evidence of the costs must be provided to the Buyer upon request .If performance is not possible even within the adjusted period, the Supplier is entitled to withdraw from the Contract in whole or in part. If a delay in a delivery date occurs due to trade restrictions (see Clause 21.1), the provisions of Clause 21.2 shall take precedence.

5 PAYMENT, DEFAULT OF PAYMENT

5.1 Unless otherwise expressly agreed in writing, the Contract Price excludes the costs of: (i) packaging; (ii) delivery and freight costs, unless these costs are to be borne by the Supplier in accordance with the applicable INCOTERMS 2020; and (iii) VAT and all other taxes and duties payable by the Buyer in the amount and form prescribed by law. Unless expressly agreed otherwise in the Contract, invoices shall be issued in GBP (£).
5.2 The Supplier shall be entitled to adjust the Contract Price retrospectively to take account of any additional costs actually incurred arising from the following circumstances: (i) changes to the specifications of the Goods and/or Services or to the agreed delivery terms (including delivery terms expressly agreed upon that deviate from FCA INCOTERMS 2020) made at the Buyer's request and with the Supplier's consent; (ii) delays caused by the Buyer; (iii) extraordinary increases in the cost of raw materials or other procurement costs; or (iv) changes to the agreed volume or quantities. In the event of an extraordinary reduction in the cost of raw materials or other procurement costs, the Contract Price shall be reduced accordingly at the Buyer's request. The adjustment of the Contract Price shall in each case be limited to the actual change in costs incurred.
5.3 Payment of the Contract Price shall be made in full and without deductions. Save as otherwise expressly provided in these Conditions or required by law, all payments to be made by the Buyer to the Supplier under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim. The payment term is thirty (30) Days from receipt of the invoice. Time will be of the essence in respect of the timescales for payment of invoices set out in this Clause 5.3.
5.4 If the Buyer fails to make a payment when due, or fails to make a payment in full, and the outstanding amount is not settled within fourteen (14) Days after the due date, the Supplier shall be entitled – without prejudice to its other contractual and statutory rights – to take one or more of the following measures at its discretion, to the extent permitted by law: (a) to suspend further performance of its contractual obligations in whole or in part, including withholding outstanding deliveries; (b) to demand the provision of adequate security (in particular a bank guarantee or surety) for the outstanding payment; (c) to unilaterally amend the terms of payment to require advance payment or performance on a like-for-like basis; (d) to terminate the Contract in whole or in respect of the part not yet performed with immediate effect by written notice; (e) to claim damages in accordance with applicable law; and (f) to set off any claims the Supplier may have against the Buyer. All costs and damages incurred by the Supplier as a result of such suspension or termination shall be borne by the Buyer.
5.5 In the event of late payment, the Supplier shall be entitled to charge default interest at a rate of nine per cent (4%) per annum above the applicable base rate of the European Central Bank for main refinancing operations. Interest on arrears shall be calculated from the day following the due date until receipt of full payment. The Supplier reserves the right to claim further damages for delay and other statutory claims. All reminder and debt collection costs incurred as a result of the Buyer's delay in payment, including reasonable legal fees, shall be borne by the Buyer.

6 WARRANTY AND NOTIFICATION OF DEFECTS

6.1 The Buyer bears sole responsibility for the selection of the Contractual Services and their suitability for the Buyer's intended purpose. The Supplier gives no warranty that the Contractual Services are suitable for a specific purpose

intended by the Buyer, unless this has been expressly agreed in writing.
6.2 Subject to the exceptions, limitations and conditions set out in these GTC, the Supplier warrants that the Goods and Services shall, at the time of delivery or performance, be of the quality agreed in the Contract or, where no specific quality has been agreed, shall comply with the Supplier's specifications. The Supplier accepts no warranty whatsoever in respect of the delivery of prototypes. Unless expressly agreed otherwise between the Parties, "prototype" shall mean exclusively those parts, goods or services which, at the time of conclusion of the Contract, have not yet reached production readiness.
6.3 The Buyer is obliged to carefully inspect the Contractual Services without delay upon delivery or provision of the Service, but in any event within fourteen (14) Days, for completeness, correctness and any defects. Obvious defects must be reported to the Supplier in writing without delay, but no later than fourteen (14) Days after delivery or provision of the Service. Hidden defects must be reported in writing without delay, but no later than fourteen (14) Days after detection. The notice of defect must contain a detailed description of the defect.
6.4 If the Buyer fails to inspect the Goods or report defects in good time, the Contractual Services shall be deemed to have been accepted; warranty claims are excluded in this case.
6.5 The Buyer's claims and rights arising from defects of any kind (including hidden defects) shall become time-barred twenty-four (24) months after delivery of the goods or provision of the Services. If the Parties have agreed on an acceptance inspection, claims and rights arising from defects (including hidden defects) shall become time-barred twenty-four (24) months after acceptance by the Buyer.
6.6 The Supplier's warranty is excluded for:
(i) used goods purchased by the Buyer or which have already been put into service prior to notification of the defect, insofar as the defect is attributable to previous use; (ii) natural wear and tear and depreciation; (iii) materials supplied by the Buyer; (iv) defects attributable to repairs, reworking, modifications or other alterations to the goods carried out by the Buyer or third parties without the Supplier's prior written consent; (v) defects resulting from (a) improper storage, (b) improper installation, (c) improper operation or handling, (d) failure to comply with the safety requirements specified by the Supplier, (e) use under operating conditions deviating from the specifications, (f) insufficient or improper repair/maintenance or servicing, or (g) use of unsuitable operating resources or replacement materials; and (vi) the use of software or spare parts not authorised by the Supplier. The warranty is also excluded if the defect is attributable to chemical, electrochemical or electrical influences for which the Supplier is not responsible.
6.7 At the Supplier's request, the Buyer shall bear all costs incurred by the Supplier in connection with the investigation and assessment of a defect claimed by the Buyer, provided that it transpires that an exclusion of warranty pursuant to this Clause applies. The Buyer shall be solely responsible for the completeness and accuracy of the information provided by it in connection with the Contractual Services.
6.8 The Supplier excludes liability for defects of title, unless it had knowledge of such a defect of title at the time of conclusion of the Contract or was grossly negligent in failing to recognise it.
6.9 Any warranty provided by the Supplier for goods containing digital elements within the meaning of Directive (EU) 2019/771 on certain aspects of the law of contracts relating to the sale of goods, which goes beyond the warranty provided for in these GTC, as well as any additional national warranty requirements relating to such goods, is excluded in relation to business customers.
6.10 The warranty set out in these GTC is exclusive and supersedes all other express, implied or statutory representations, warranties and conditions (including, in particular, any warranties of merchantability or fitness for a particular purpose) in connection with defects in the Goods and/or Services, to the extent that such exclusion is permitted under mandatory law.

7 REMEDY OF DEFECTS

7.1 If, at the time of delivery or performance, the Goods or Services do not possess the contractually agreed quality, the Supplier shall be obliged to remedy the defect. The Supplier shall be entitled, at its sole discretion, to effect subsequent performance by rectification (repair or replacement of the defective parts) or by subsequent delivery (replacement of the defective Goods or Services with Goods or Services free from defects).
7.2 The Supplier is entitled to attempt rectification on multiple occasions and, at its own discretion, to choose between repair and replacement. The Supplier shall bear the costs incurred in connection with the subsequent performance, in particular transport, shipping, labour and material costs, insofar as these do not arise because the Goods have been moved to a location other than the place of performance, or because the defect claimed by the Buyer is not recognised as a defect by the Supplier, or is not covered by the warranty. The choice of the most cost-effective method of rectifying the defect is at the sole discretion of the Supplier. The Supplier is entitled to demand reimbursement from the Buyer for any unjustified costs incurred in rectifying the defect. This includes expenses for the removal and installation of Goods that have been integrated into or connected to another item.
7.3 Rectified or replaced Goods and/or Services are covered by the warranty exclusively for the remaining duration of the

original warranty period in accordance with Clause 6.5; the warranty period shall not be extended or restarted as a result of the rectification.

7.4 Subject to the agreed delivery terms, the Buyer is obliged, at the Supplier's request, to return the defective Goods to the Supplier at the Buyer's own expense. In the event of a replacement delivery, the replaced Goods must be returned to the Supplier at the Buyer's expense and in accordance with the agreed delivery terms. Ownership of the replaced Goods reverts to the Supplier upon replacement delivery, provided that it had previously passed to the Buyer.

7.5 The remedies provided for in these GTC in the event of defects in Goods and/or Services are exhaustive. Any further claims, on the part of the Buyer are excluded, unless the damage is due to Wilful Misconduct or Gross Negligence on the part of the Supplier, a legal representative or a vicarious agent.

8 RETENTION OF TITLE, SOFTWARE LICENCE, OWNERSHIP OF THE SUPPLIER'S TOOLS

8.1 Risk of damage to or loss of the Goods will pass to the Buyer on delivery.

8.2 Subject to Clause 8.3 and 8.4, legal and beneficial ownership of the Goods will not pass to the Buyer until the Supplier has received in full in cleared funds:

(i) all sums due to it in respect of the Goods; and

(ii) all other sums which are or which become due to the Supplier from the Buyer on any account whatsoever.

8.3 The Buyer may resell the Goods in the ordinary course of its business and, if it does so, legal and beneficial ownership of those Goods will pass to the Buyer immediately prior to the Buyer entering into a binding contract for the sale of those Goods.

8.4 The Supplier may, by giving written notice to the Buyer, pass legal and beneficial ownership of the Goods (or any of them) to the Buyer at any time before such ownership would otherwise have passed to the Buyer.

8.5 Until ownership of the Goods has passed to the Buyer, the Buyer will:

(i) hold the Goods on a fiduciary basis as the Supplier's bailee;

(ii) store the Goods (at no cost to the Supplier) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Supplier's property;

(iii) maintain the Goods in satisfactory condition; and

(vi) keep the Goods insured for their full price against damage or loss on an "all risks" basis with insurers approved by the Supplier, (acting reasonably), whenever requested by the Supplier produce a copy of the policy of insurance in respect of the Goods to the Supplier, do nothing and not omit to do anything which in consequence permits any insurer to refuse to indemnify the Buyer in full in accordance with the terms of any insurance policy maintained in respect of the Goods in respect of any claim made under any such insurance policy and procure that any insurance proceeds received in respect of lost or damaged Goods are paid to the Supplier, to the extent required to satisfy the indebtedness of the Buyer to the Supplier.

8.6 The Buyer may use the Goods in the ordinary course of its business before ownership has passed to it.

8.7 The Buyer's right to possession, use and resale of the Goods will terminate immediately if, before ownership of the Goods passes to the Buyer in accordance with Conditions 8.2, 8.3 or 8.4,:

(i) the Buyer becomes Insolvent;

(ii) the Supplier gives the Buyer written notice that it has any reasonable concerns regarding the financial standing of the Buyer;

(iii) the Buyer fails to pay any sum due to the Supplier under the Contract on or before the due date;

(iv) the Buyer encumbers or in any way charges any of the Goods; or

(v) the Contract expires or terminates for any reason.

8.8 Once the Goods are delivered to the Buyer, the Supplier will be entitled to recover payment for the Goods (including by way of an action for the price) notwithstanding that ownership of any of the Goods has not passed from the Supplier.

8.9 The Buyer grants, and will procure that the owner of any third party premises grants, the Supplier, its agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession, use and resale has terminated, to recover them.

8.10 If the Buyer's right to possession, use and resale of the Goods terminates in accordance with Clause 8.7, the Supplier will be entitled to issue the Buyer with a credit note for all or any part of the price of the Goods together with VAT thereon.

8.11 The Supplier's rights contained in Clauses 8.1 to 8.11 (inclusive) will survive expiry or termination of the Contract however arising.

8.12 Insofar as software forms part of the contractual services, the Buyer is only granted a licence in accordance with Clause 11.3. Neither these GTC nor any offer or the performance of services by the Supplier shall be construed as transferring or granting to the Buyer any ownership rights, rights of use, rights of exploitation, assignments or other rights or legal interests in the intellectual property rights of the Supplier or its affiliated companies.

8.13 Insofar as tools (in particular moulds, jigs or special tools) embodying the Supplier's specific know-how and/or trade secrets are used in the performance of the Contract, such tools, including all associated descriptions and documentation, shall remain the property of the Supplier. Upon termination or expiry of the Contract, the Buyer shall have no right to the return, inspection or use of these tools. The Supplier is entitled to destroy the tools upon termination of the Contract.

9 LIMITATION OF LIABILITY

The Purchaser's attention is particularly drawn to this Clause.

9.1 Subject to Clause 9.6, the Supplier's liability arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, under statute or otherwise, for direct damage culpably caused by the Supplier or by subcontractors engaged by the Supplier to fulfil the Contract (shall be limited to the lower of the following amounts: (i) fifty percent (50%) of the annual turnover which the Supplier generated with the Buyer from the Goods delivered and/or Services provided under the relevant Contract in the calendar year preceding the calendar year in which the damage and/or defect occurred; or (ii) the value of the consignment of Goods or batch delivered under the Contract to which the defect or damage is attributable.

9.2 The Supplier will have no liability to the Buyer for any: (i) loss of profit (whether direct, indirect or consequential); (ii) loss of revenue (whether direct, indirect or consequential); (iii) loss of use or loss of production (in each case whether direct, indirect or consequential); (iv) loss of business or loss of opportunity (in each case whether direct, indirect or consequential); (v) loss of goodwill or loss of reputation (in each case whether direct, indirect or consequential); (vi) loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential); (vii) loss of bargain (whether direct, indirect or consequential); (viii) liability of the Buyer to third parties (whether direct, indirect or consequential); (ix) loss of use or value of any data or software (whether direct, indirect or consequential); (x) wasted management, operational or other time (whether direct, indirect or consequential); or (xi) indirect, consequential or special loss, subject always to Condition 9.6.

9.3 The Supplier shall be liable to the same extent for breaches of duty by its legal representatives and vicarious agents.

9.4 The Buyer shall notify the Supplier of any damage or of any circumstance that could lead to damage within five (5) Days after the Buyer becomes aware of or ought to have become aware of such damage or circumstance.

9.5 Unless longer limitation periods are mandatory under law, the limitation period for all claims of the Buyer shall be one year.

9.6 Nothing in the Contract will operate to exclude or restrict any Liability of a Party: (i) that cannot be excluded or restricted in the Contract in respect of death or personal injury resulting from negligence by operation of Section 2(1) Unfair Contract Terms Act 1977; (ii) for fraud or fraudulent misrepresentation (by the Party or on its behalf); (iii) for breach of its obligations arising under section 12 Sale of Goods Act 1979; (iv) for breach of its obligations arising under Section 2 Supply of Goods and Services Act 1982; (v) arising under Part 1 of the Consumer Protection Act 1987; or (vi) for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

9.7 any liability of a Party which falls within Clause 9.6 will not be taken into account in assessing whether any of the financial limits in Clause 9.1 has been reached.

9.8 nothing in this Clause 9 will prevent or restrict the right of a Party to seek injunctive relief or specific performance or other discretionary remedies of the court.

9.9 The exclusions from and limitations of liability set out in this Clause 9 will be considered severally. The invalidity or unenforceability of any one sub-Clause or Clause will not affect the validity or enforceability of any other sub-Clause or Clause and they will be considered severable from each other.

10 FORCE MAJEURE

10.1 Neither Party shall be liable for any failure to perform or delay in performing its contractual obligations to the extent that such failure or delay is attributable to circumstances or events beyond its reasonable control, including in particular

(i) epidemics, pandemics or quarantine measures,

(ii) strikes, lockouts or official orders insofar as these are not caused directly by the acts or omissions of the Supplier,

(iii) war or (para-)military conflicts, land, air and/or sea blockades and embargoes,

(iv) acts of terrorism, including cyber-attacks and measures to combat cybercrime, sabotage, military mobilisation, uprisings and civil unrest,

(v) natural disasters (including volcanic eruptions), fire, floods,

(vi) restrictions in the use of utilities, as well as defective or delayed deliveries or services by subcontractors – including the insolvency of such subcontractors – provided that these are caused by the circumstances referred to in this Clause (each a **"event of force majeure**").

10.2 If the Supplier is compelled, due to an event of force majeure, to reduce or suspend its contractual performance in whole or in part, it shall not be liable for the resulting delay or non-delivery. The performance period shall be extended by the time required to remedy the effects of the event of force majeure, plus a reasonable period for the Supplier to resume operations. The Supplier shall also be entitled, during a supply shortage caused by an event of force majeure, to procure substitute raw materials or substitute components at the prevailing market price at the Buyer's request; the resulting additional costs shall be borne by the Buyer.

10.3 The Party invoking an event of force majeure must notify the other Party in writing immediately upon the occurrence and upon the cessation of the event of force majeure.

10.4 Notwithstanding the occurrence of an event of force majeure, the Buyer shall be obliged to pay the Contract Price attributable to the deliveries and/or Services already provided to up to the occurrence of the event of force majeure, as well as all contract-related costs and expenses incurred by the Supplier prior to the occurrence of the event of force majeure or which have become unavoidable.

10.5 If an event of force majeure continues uninterrupted for more than ninety (90) Days, either Party shall be entitled to terminate the Contract extraordinarily with immediate effect by giving written notice to the other Party, without this giving rise to any claims for damages by the other Party. In the event of such termination, the Buyer shall pay the Contract Price attributable to the Contractual Services rendered up to the date on which the termination takes effect, as well as all contract-related costs and expenses incurred by the Supplier or which have become unavoidable up to that date.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 All drawings, documents and other technical information which the Supplier makes available to the Buyer in connection with the Contractual Services or their manufacture, either before or after the conclusion of the Contract, shall remain the property of the Supplier. Unless expressly declared binding in writing, the drawings, documents and other technical information referred to in this Clause 11.1 represent only non-binding approximate values. The Buyer may not use the aforementioned drawings, technical documents and other technical information for purposes other than those contractually agreed, nor may the Buyer copy, reproduce or make them available to third parties without the Supplier's prior express written consent.

11.2 All copyright and other intellectual property rights in software and/or firmware that is integrated into the Contractual Services or made available to the Buyer for use in connection with them, as well as in the documentation supplied with the Contractual Services, shall remain with the Supplier or the respective third-party rights holder and shall not be transferred to the Buyer.

11.3 Unless otherwise agreed, the Buyer is granted a non-exclusive, non-transferable, fully paid-up licence to use the software and documentation solely in connection with the Goods and agreed equipment. Should third-party software form part of a Contractual Service or be integrated therein, the Buyer must comply with the third party's licence terms, insofar as these are provided to the Buyer by the Seller or otherwise made available in a suitable manner. The Buyer is not entitled to copy, modify, sub-license, reproduce, extend, disassemble, reverse engineer, decompile, use beyond the scope agreed in the Contract, or make publicly available the software and/or documentation, in whole or in part, unless this is expressly permitted by mandatory law. The Buyer must treat the software and documentation as strictly confidential and must not disclose them to third parties or permit third parties to access them; this does not apply to the Supplier's standard operating and maintenance manuals. The Buyer is entitled to transfer the above licence to a third party who purchases, hires or leases the Goods, provided that such third party acknowledges the provisions of this Clause in writing and undertakes to comply with them.

11.4 The Supplier and its affiliated companies shall remain the sole owners of all inventions, designs and processes developed or created by them. Unless expressly provided otherwise in this Clause, no rights to intellectual property shall be granted or transferred to the Buyer.

12 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

12.1 Subject to the limitations provided for in these GTC, the Supplier shall indemnify the Buyer against all reasonable costs, damages and expenses incurred by the Buyer as a result of a legally established or settled infringement of patents, utility models, registered designs, trade marks or copyrights of third parties (**"Third-Party Intellectual Property Rights**") arising from the contractual use or resale of the Goods.

12.2 The Supplier's obligation to indemnify the Buyer under Clause 12.1 is subject to the Buyer (i) notifying the Supplier in writing, without delay upon becoming aware of it, of any claim asserted, threatened or brought against the Supplier for infringement of third-party intellectual property rights; (ii) upon the Supplier's request, leaving the sole conduct and control of all related legal proceedings and settlement negotiations to the Supplier at the Supplier's expense; (iii) assisting the Supplier to a reasonable extent in defending against the asserted claim; and (iv) without the Supplier's prior express written consent, neither making concessions nor entering into settlements that are or could be detrimental to the Supplier in relation to the asserted claim. If the Buyer fails to fulfil one or more of the above conditions, the Supplier's obligation to indemnify shall lapse.

12.3 If an actual or alleged infringement of third-party intellectual property rights is established or asserted, the Supplier shall be entitled, at its sole discretion, to take one or more of the following measures at its own expense: (i) to procure for the Buyer the right to continue using the Goods in question in accordance with the Contract; (ii) to modify the Goods in question in such a way that the infringement is eliminated without materially impairing their contractually agreed functionality; or (iii) to replace the Goods in question with non-infringing Goods of equivalent functionality. If the Supplier has successfully implemented any of the above measures, any further claim for indemnification by the Buyer in relation to the infringement in question shall lapse.

12.4 The Supplier's obligation to indemnify shall be excluded insofar as:
(i) the Buyer was aware of the legal defect at the time of conclusion of the Contract or was unaware of it due to Gross Negligence;
(ii) the infringement is due to the Supplier having followed a design or instruction provided by the Buyer;
(iii) the Goods were used in a manner, for a purpose, in a country or in conjunction with equipment or software not specified by the Supplier or not communicated to the Supplier prior to the conclusion of the Contract;
(iv) the Goods have been modified or combined with products of the Supplier or third parties without the Supplier's prior express written consent.
12.5 Without prejudice to the foregoing provisions in this Clause 12, all claims by the Buyer arising from and in connection with the infringement of third-party intellectual property rights shall be subject to the limitation of liability set out in Clause 9.
12.6 The Buyer warrants that any designs, specifications or instructions provided by the Buyer shall not cause the Supplier, in the performance of its contractual obligations, to infringe any third-party intellectual property rights. The Buyer shall indemnify the Supplier against all reasonable costs, damages and claims for damages incurred by the Supplier as a result of any breach of this warranty.

13 CONFIDENTIAL INFORMATION

13.1 **"Confidential Information**" means all information, data, documents and materials of any kind, regardless of their form or medium (including in written, oral, visual, electronic or any other form), which are disclosed, made available or become known to one Party (the "**Recipient**" directly or indirectly by the other Party (the "**Discloser**") or its affiliated companies, authorised representatives or appointed advisers, or which becomes known through inspection by the Recipient of the other Party's tangible or intangible items, regardless of whether it is expressly marked as confidential or not, including in particular:
(i) technical information, know-how, processes, methods, formulas, designs, prototypes, samples, software code, algorithms and other technical documentation;
(ii) business and financial information, including business plans, strategies, financing plans, financial forecasts and analyses, budgets, price calculations and cost structures;
(iii) customer and supplier information, including customer names, customer lists, supplier directories, contract and terms and conditions details, and market and competitive analyses;
(iv) marketing plans, sales strategies, organisational structures, personnel information and internal reports;
(v) any trade secret (as that term is defined in regulation 2 of the Trade Secrets (Enforcement, etc) Regulations 2018) where the Discloser or any representative of the Discloser is the trade secret holder, but excluding information that is trivial or by its nature immaterial; and
(vi) any other information which, by its nature or due to the circumstances of its disclosure, is reasonably regarded as confidential.

13.2 The Recipient undertakes to treat all Confidential Information as strictly confidential and to use it exclusively for the purpose of fulfilling the Contract. The Recipient shall neither disclose Confidential Information to third parties nor make it accessible to third parties. The Recipient shall exercise at least the same degree of care in protecting the Confidential Information as it exercises in protecting its own confidential information of a similar nature, but in any event at least the care of a prudent businessperson.
13.3 This Clause shall not apply to information in respect of which the Recipient can prove that it (i) was already in the public domain at the time of disclosure without any breach of this Contract; (ii) was lawfully disclosed by a third party without any breach of a confidentiality obligation owed to the Discloser; (iii) was demonstrably known to the Recipient prior to disclosure; or (iv) has been expressly authorised in writing by the Discloser for disclosure. The Recipient is entitled to disclose Confidential Information to the extent that it is obliged to do so pursuant to a court or regulatory order or due to mandatory statutory provisions, provided that such disclosure is necessary to comply with the relevant order, including a protected disclosure by the Buyer (or relevant representative of the Purchaser) under the Public Interest Disclosure Act 1998, or required in order for the Recipient (or the relevant representative of the Recipient) to cooperate with a criminal investigation or prosecution. In such a case, the Recipient must inform the Discloser of the disclosure obligation in advance and without delay and provide the Discloser with a copy of the relevant order.
13.4 Upon the Discloser's first written request (an email shall suffice), the Recipient shall immediately return all physical and digital originals and copies of Confidential Information – including all data, documents, presentations and compilations of any kind received in this context – to the Discloser, at the Discloser's discretion, or irrevocably destroy them and confirm the destruction in writing upon request.

13.5 The Recipient's duty of confidentiality shall continue for a period of five (5) years following the termination of the Contract. Upon expiry of this period, the Recipient must immediately destroy all Confidential Information still in its possession.
13.6 The Recipient acknowledges that the Discloser will be entitled to all remedies of a trade secret holder under and referred to in the Trade Secrets (Enforcement, etc) Regulations 2018 where any Confidential Information of the Discloser is a trade secret under those Regulations.

14 COMPLIANCE WITH LAWS & DATA PROTECTION LAWS

14.1 The Buyer undertakes to comply with all applicable legislation in the areas of health, the environment, safety, ethics and compliance, as well as all other mandatory requirements. The Buyer shall indemnify the Supplier against all losses, costs and expenses incurred by the Supplier as a result of any breach of this obligation by the Buyer.
14.2 Both Parties are obliged to comply with Data Protection Laws. Each Party shall process Personal Data received from the other Party as a Controller and solely for the purpose of performing the Contract. The disclosing Party warrants that it is authorised to transfer the relevant personal data to the receiving Party and will do so in accordance with the Data Protection Laws. Where either party acts as a Processor for and on behalf of the other in the provision of the Services, the parties shall acting in good faith, enter into a separate data processing agreement as required by the Data Protection Laws.
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15 WRITTEN FORM

15.1 Any additions, amendments or supplements to these GTC or to related documents (e.g. quotations, order confirmations, quality agreements, supply and/or service contracts) must be in writing and signed by both Parties to be valid; an electronic signature satisfies this requirement, provided that no stricter form is mandatory by law .
15.2 Unilateral declarations having legal effect shall be deemed to have been made in writing provided they are sent by email to a duly authorised representative of the other Party.

16 SEVERABILITY CLAUSE

16.1 Should individual provisions of these GTC or related documents be or become wholly or partially invalid, void or unenforceable, this shall not affect the validity of the remaining provisions.
16.2 The invalid, void or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the economic purpose of the invalid provision and the intention of the Parties.
16.3 This Clause 16 will not apply to a term which ceases to have effect under Section 233A, 233B or 372A Insolvency Act 1986. The Purchaser agrees that where any term ceases to have effect under any of those Sections because it is subject to an insolvency procedure as referred to in any of those Sections, if that insolvency procedure comes to an end without the Supplier becoming subject to a further such insolvency procedure, such term will be deemed once again to have effect in accordance with its terms.

17 NO WAIVER

17.1 Any failure or delay by the Supplier in exercising rights or claims against the Buyer shall not constitute a waiver of such rights or claims, nor shall it set a precedent for any future failure to exercise them.
17.2 Any waiver of rights or claims arising from these GTC or related documents shall only be valid if it is expressly stated in writing.
17.3 Any deviation from this requirement of written form must also be in writing. A waiver by implied conduct is excluded.

18 TERMINATION

18.1 TERMINATION FOR CAUSE
18.1.1 If a reason for termination under Clause 18.1.2 arises, either Party shall be entitled (without prejudice to its other contractual rights) to terminate the Contract with immediate effect by written notice to the other Party. Insofar as the reason for termination consists of a remediable breach of contract, termination shall only be permissible after the terminating Party has granted the other Party a reasonable grace period of at least fourteen (14) Days to remedy the breach and this period has expired without result. Furthermore, the Supplier shall be entitled, where there is a reason for termination, to suspend all deliveries and/or Services under the Contract or under any other contracts with the Buyer.
18.1.2 A reason for termination shall exist if: (i) the Buyer fails to pay the Contract Price or any other amount due by the due date; (ii) a Party materially breaches the Contract or any other agreement existing between the Parties; (iii) a Party becomes Insolvent, suspends payments or threatens to do so, or ceases its business operations; (iv) a Party fails to perform an act of cooperation that is factually and/or legally necessary for the performance of the Contract; or (v) proceedings are initiated to: (a) bring about a composition or other amicable settlement between a Party and its

creditors; (b) carry out the liquidation or dissolution of a Party; or (c) materially alter, directly or indirectly, the ownership structure and/or control of a Party, provided that this is likely to prejudice the legitimate interests of the other Party.

18.2 ORDINARY TERMINATION
Unless expressly agreed otherwise, in the case of a continuing obligation, either Party shall be entitled to terminate the Contract at any time by giving the other party thirty (30) Days' written notice. In the event of ordinary termination, the Buyer shall reimburse the Supplier for all Contractual Services rendered up to the effective date of the termination, as well as all costs and expenses incurred or rendered unavoidable in this connection.

19 WORK PERFORMED OFF-SITE

19.1 If field work carried out by the Supplier or its subcontractors on the Buyer's premises, on the premises of a contractual partner of the Buyer, or on the premises of any other third party forms part of the Contract, or if such work becomes necessary during its performance, the Buyer shall be obliged to grant the Supplier access to the relevant premises in accordance with all applicable and reasonable safety standards. Insofar as the Buyer does not itself control access to the relevant premises, it must ensure that the Supplier has unhindered access.
19.2 In particular, the Buyer is responsible for identifying in good time all requirements to be met prior to the commencement of field work and, to the extent possible, for fulfilling them. This includes, in particular:
(i) obtaining the necessary access passes, visitor permits, security clearances or work permits; (ii) compliance with statutory or regulatory requirements; (iii) the provision of a safe working environment and the necessary utility connections (e.g. electricity, water); and (iv) compliance with the internal safety regulations of the the Buyer or relevant third parties. The Buyer shall inform the Supplier in writing of such requirements as soon as possible. Any performance or completion date agreed between the Parties shall be automatically postponed by at least the period required for the Buyer and the Supplier to fulfil all such requirements.
19.3 Where specific training, induction or procedures for the Supplier's personnel are required before they are granted access to the premises where the field work is to be carried out, the Buyer shall, at its own expense, in consultation with the Supplier and subject to the availability of the Supplier's personnel, provide sufficient training and instruction. If the Supplier's Services are delayed for reasons attributable to the Buyer and the Supplier incurs additional costs as a result, the Buyer shall compensate the Supplier for all resulting additional costs, including the costs of travel to and from the site and set-up and dismantling.

20 APPLICABLE LAW AND RIGHTS OF THIRD PARTIES

20.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales. The application of the conflict-of-laws rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
20.2 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).
20.3 The Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.
20.4 The Parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person

21 EXPORT CONTROLS AND SANCTIONS

21.1 The Buyer undertakes to comply with the applicable import and export control laws, sanctions, foreign trade regulations, and all associated regulations, orders and requirements (as amended from time to time), including in particular those of the United Kingdom, the United States of America, the European Union and its Member States, the United Nations (UN) and the respective jurisdictions in which the Supplier and the Buyer are established or from which Contractual Services may be supplied (together referred to as "**Trade Control Laws**"), as well as to fulfil the requirements of any relevant licences, authorisations, or exemptions, applicable to the receipt and use of Contractual Services, including hardware, software, services and technology.
21.2 The Buyer undertakes to provide the Supplier, upon the Supplier's request (an email is sufficient) and without delay, with all information regarding the final destination of the Contractual Services, their recipients, their end-users and their intended use.
21.3 The Buyer hereby acknowledges that the performance of the Contractual Services may be subject to Trade Control Laws.
The performance of the Contractual Services by the Supplier is subject to the proviso that no Trade Control Laws prevent their fulfilment. Delays in performance of the Contract resulting from export control, customs or sanctions-related checks or authorisation procedures required for the performance of the Contract in compliance with Trade Control Laws shall not be at the Supplier's expense. The agreed delivery and performance deadlines shall be

extended by the duration of any period for which the Supplier is prevented from performing its obligations under the Contract due to such checks or procedures. To the extent that an obligation of the Supplier or the Buyer arising from or in connection with the Contract is prohibited, restricted or subject to an authorisation that has not been granted by the competent authority under any relevant Trade Control Laws (a **"Restricted Obligation**"), neither the Supplier nor the Buyer shall be obliged to fulfil such a Restricted Obligation. In the event of a Restricted Obligation, either party shall be entitled to terminate the Contract by withdrawal or notice of termination. Claims for damages by the Buyer arising from non-performance or delayed performance of the relevant Contractual Services are excluded in the event of a Restricted Obligation, unless the Supplier has acted with wilful misonduct or Gross Negligence.

21.4 Following the performance of the Contractual Services by the Supplier, the Buyer shall be solely responsible for compliance with Trade Control Laws and shall not take any action which (i) might cause the Supplier or any of its affiliated companies to violate Trade Control Laws, or (ii) would expose the Supplier or any of its affiliated companies to the risk of violating, or negative consequences under, Trade Control Laws.

In particular, the Buyer warrants and represents that the Buyer is not a Sanctioned Party.

"**Sanctioned Party**" means any natural or legal person, organisation or entity that is (a) listed on a sanctions list, including but not limited to the sanctions lists of the European Union or any of its Member States, the United Kingdom and the United States of America, or (b) directly or indirectly owned 50% or more or otherwise controlled by an individual, legal entity or organisation included on any of the lists mentioned in point (a).

Furthermore, the Buyer undertakes -

(i) not to use, sell, resell, export, re-export, supply, transfer, divert, deliver, distribute, trade, dispose of, disclose, provide, make available or otherwise deal with the Contractual Services, either directly or indirectly, without the Supplier's prior consent:,

(a) to or for use in any territory where the provision of the Contractual Services would be restricted or prohibited under Trade Control Laws;

(b) to countries, territories or destinations with which the Supplier does not conduct business for corporate policy reasons; these include (but are not limited to) Iran, Sudan, Cuba, Belarus, Russia and North Korea, as well as Crimea and Sevastopol and the Donetsk, Luhansk, Kherson and Zaporizhzhia regions of Ukraine; or

(c) to a Sanctioned Party;

(ii) to obtain and maintain all export licences and other regulatory approvals required under Trade Control Laws, and to comply with all formalities necessary for the use, sale, resale, export, re-export, supply, transfer, delivery, , distribution, trading, disposal, disclosure, provision, making available and other dealing of the Contractual Services following their provision or performance by the Supplier;

(iii) not to use the Contractual Services, in whole or in part, (a) for the development, manufacture, handling, operation, the maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons, or the development, manufacture, maintenance or storage of missiles for such weapons, or (b) for any military end-use, if an arms embargo has been imposed on the Buyer's country or the country of destination (including but not limited to embargoes imposed by the EU or any of its Member States, the United Kingdom, the United States, the OSCE and/or the UN). Furthermore, the Buyer warrants that it will not, without the Supplier's prior consent (email is sufficient), sell, resell, export, re-export, supply, transfer, divert, deliver, distribute, trade, dispose of, disclose, provide, or make available Contractual Services to third parties if the Buyer has been informed by a relevant authority, or otherwise knows or has reasonable grounds to suspect, that the Contractual Services are intended or may be intended for any of the purposes named in this warranty 21.4.

21.6 The Buyer undertakes to establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the downstream supply chain, including any resellers, which is likely to frustrate the purpose of the provisions in this Clause 21. Upon request, the Buyer shall provide the Supplier with adequate evidence of the existence of such a monitoring mechanism.

21.7 (i) The Buyer undertakes only to disclose or make available classified information, including but not limited to technical data, technology or other data listed in the U.S. Munitions List, the U.S. BIS Commerce Control List, the Export Control Lists of individual EU Member States, the Common Military List of the European Union, the EU Dual-Use List, the consolidated UK Strategic Export Control Lists, or in other applicable laws and regulations,(**"Controlled Information**"), to the Supplier if (a) the Buyer has obtained all required authorisations for such disclosure, (b) the Buyer has given the Supplier reasonable prior written notice of this and has notified the Supplier in writing of the export control classification of such Controlled Information, (c) the Supplier has given its prior written consent to such disclosure or provision of Controlled Information, and (d) the Buyer has clearly marked such Controlled Information as being subject to export controls.

(ii) If the Buyer discloses or provides Controlled Information to the Supplier in breach of the obligations under Clause 21.7 (i) (an **"Unauthorised Disclosure**") and is responsible for such an Unauthorised Disclosure, the Buyer shall indemnify the Supplier against all damages, losses, costs and expenses incurred by the Supplier arising out of or in connection with the Unauthorised Disclosure. The indemnity obligation shall include, in particular but not limited to, (a) claims for damages by third parties asserted against the Supplier, (b) costs of legal proceedings and defence, including reasonable legal fees, (c) administrative fines or sanctions, insofar as these are attributable to the Unauthorised Disclosure of the Controlled Information, and (d) other direct and indirect damages and expenses incurred by the Supplier as a result of the Unauthorised Disclosure. The Buyer undertakes to inform the Supplier immediately in writing as soon as it becomes aware that an Unauthorised Disclosure has taken place or is imminent (**"Disclosure Obligation**").

(iii) The Supplier shall not be liable for any damage incurred by the Buyer or third parties insofar as such damage is attributable to the Buyer's breach of the Disclosure Obligation. This applies equally to contractual and non-contractual claims. The exclusion of liability shall not apply where the Supplier has caused the damage intentionally or through Gross Negligence, or where liability for injury to life, limb or health is concerned. Furthermore, the exclusion of liability shall not apply where the Supplier has provided a guarantee for the Controlled Information or where claims under the Product Liability Act are concerned. Insofar as the Buyer's breach of the Disclosure Obligation was merely a contributing cause of the damage, the allocation of liability between the Supplier and the Buyer shall be governed by the principles of Section 254 of the German Civil Code (BGB). In this case, the Buyer shall bear the portion of the damage attributable to its breach of duty.

21.8 Any breach by the Buyer of its obligations under Clause 21 shall constitute a material breach of the Contract and shall entitle the Supplier (i) to terminate the Contract by giving notice of termination or withdrawing from the Contract with the Buyer, and (ii) obliges the Buyer to pay the Supplier a contractual penalty, the amount of which shall be determined by the Supplier at its reasonable discretion and, in the event of a dispute, reviewed by the competent court, unless the Buyer is not at fault for the breach. The contractual penalty shall be set off against any claim for damages arising from the same breach. The Supplier's right to claim damages in excess of the contractual penalty remains unaffected.

21.9 The parties shall notify each other immediately (email is sufficient) if problems arise in complying with the obligations set out in Clause 21, including any relevant activities by third parties. This also applies in the event that Trade Control Laws should change during the business relationship between the Supplier and the Buyer.

21.10 The Supplier reserves the right to carry out a review of the Buyer prior to the performance of the Contractual Services and during the performance of the Contract, and to request information regarding compliance with the aforementioned obligations. The Buyer is obliged to provide the Supplier with the information requested for this purpose without delay and to assist the Supplier in such reviews in an appropriate manner.

22 NO PARTNERSHIP OR AGENCY

22.1 Nothing in the Contract and no action taken by the Parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the Parties or give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

22.2 Each Party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

23 ENTIRE AGREEMENT

23.1 The Contract constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter and (a) neither Party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other Party or any other person and whether made to the first Party or any other person) which is not expressly set out in the Contract; (b) the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and (c) nothing in this Clause 23 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

We acknowledge receipt of ’s terms and conditions of sale and confirm that we have read, understood, and agree to be bound by them. We confirm that these terms and conditions shall govern the contract between the Supplier and the Buyer.

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Name: