

HUSCO TERMS AND CONDITIONS OF PURCHASE

The following should appear on the front of the request for quotation and purchase order, in a conspicuous location near the bottom:

THE HUSCO TERMS AND CONDITIONS OF PURCHASE, ACCESSIBLE AT <https://husco.com/legal/> ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE. HUSCO'S WILLINGNESS TO PURCHASE FROM SELLER IS EXPRESSLY SUBJECT TO SELLER'S AGREEMENT TO, AND WILLINGNESS TO BE BOUND BY, THE HUSCO TERMS AND CONDITIONS OF PURCHASE.

HUSCO Terms & Conditions of Purchase

- Terms and Conditions. These HUSCO Terms and Conditions of Purchase (these “Terms”), together with the email, request for quotation, purchase order, service order, or similar item issued by HUSCO International Partners LLP or its direct or indirect affiliate (the individual applicable entity, “Buyer”) and referencing these Terms (each and together with these Terms, an “Order”), are intended by Buyer and the seller (“Seller”) of the goods and services identified in an Order (collectively, the “Products”) to be the conclusive expression of their agreement as it relates to the matters contained in these Terms and/or the applicable Order, and are intended also as a complete and exclusive statement of the terms and conditions thereof. An Order constitutes an offer by Buyer to purchase the goods and services identified in that Order subject to these Terms. No course of dealing, usage of trade or course of performance or other action by Buyer shall be construed as acceptance of any additional or different terms than the Terms. If there is a discrepancy or conflict between any exhibit or supplement to an Order and these Terms, these Terms shall prevail unless otherwise expressly agreed to in writing by Buyer and specifically referencing these Terms. Buyer may revoke an Order at any time prior to acceptance by Seller.
- Acceptance. No Order will be deemed to have been accepted by Buyer and no contract shall exist between Buyer and Seller with respect to an Order unless and until Buyer expressly accepts such Order and agrees to purchase the Products thereunder in writing. With respect to an Order, commencement of delivery or other indications of acceptance by Seller will result in a firm contract containing these Terms. Buyer’s performance is conditional upon Seller’s agreement to these Terms. NOTWITHSTANDING THE CONTENTS OF ANY FORM FROM SELLER, THE ONLY EFFECT THEREOF WILL BE TO ACCEPT THE ORDER PURSUANT TO THESE TERMS. ANY PROVISION OF ANY FORM OR OTHER WRITING INCONSISTENT WITH THESE TERMS WILL NOT CONSTITUTE A PART OF THE CONTRACT. NO ONLINE OR ELECTRONIC TERMS OR CONDITIONS OF SELLER, ITS REPRESENTATIVES OR AFFILIATES WILL BE BINDING UPON BUYER EVEN THOUGH SUCH TERMS WERE “ACCEPTED” IN ORDER TO ACCESS OR USE A SYSTEM, INCLUDING BUT NOT LIMITED TO AN ORDER ENTRY SYSTEM. No modification of any term or condition will be valid or binding upon Buyer unless approved by an authorised representative of Buyer in writing. Any typographical, clerical or other accidental error or omission in the Order or in any drawings specifications, instructions, tools or other material supplied by Buyer, shall be subject to correction by Buyer without any liability on the part of Buyer.
- Non-Exclusivity. Nothing herein will be deemed to create an exclusive relationship between the parties. Buyer has the absolute right to purchase goods and services, including the Products, from sources other than Seller.
- Termination for Convenience. Buyer reserves the right to terminate all or any part of an Order for its sole convenience. In the event of a termination by Buyer pursuant to this Section without cause, Seller shall immediately stop all work and shall immediately cause its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge reflecting the actual direct out of pocket costs reasonably incurred by Seller in its performance of the Order prior to Buyer’s notice of termination, provided that in no event shall such expenses exceed the purchase price set forth in the Order. In no event shall Buyer be liable for loss of profit or for any

work performed by or on behalf of Seller after receipt of the termination notice, or for any costs incurred which reasonably could have been avoided. Any claims under this section must be asserted in writing in detail within thirty (30) days of receipt of Buyer's termination notice, together with appropriate receipts and other documentation requested by Buyer.

5. Termination for Cause. Buyer shall be entitled to terminate an Order without liability to Seller by giving notice to Seller at any time if: (a) Seller fails to comply with the specifications, terms or conditions of an Order or these Terms; (b) delivery is delayed beyond the agreed delivery date, if any; (c) Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of solvent amalgamation or reconstruction; or (d) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of Seller; or (e) Seller ceases or threatens to cease, to carry on business; or (f) Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to Seller and notifies Seller accordingly. In the event that Buyer terminates an Order pursuant to this Section 5, Seller shall be liable for all damages, including incidental and consequential damages, and reasonable legal fees, directly or indirectly arising from Seller's default. These remedies shall be in addition to Buyer's other legal rights in law or equity.

6. Changes. Buyer may, effective upon notice to Seller, make changes to Buyer's designs, drawings, materials, packaging, time and place of delivery, method of transportation, specifications or other terms of an Order at any time prior to shipment of corresponding Products covered by an Order, which changes shall be immediately implemented by Seller. If any such change directly results in an increase or decrease in prices or delivery schedules of Products, then an equitable adjustment shall be made, provided that Seller makes and Buyer accepts a written claim for an adjustment prior to shipment of Products. If the parties are unable to agree upon the amount of the adjustment, Buyer may, without any liability to Seller, terminate an Order as to all Products affected. Seller shall not, without the prior written consent of Buyer, make any changes to: (a) the process, materials, procedures or equipment related to manufacture or supply of the Products; or (b) the designs, drawings, or specifications affecting Products. Seller shall notify Buyer of any such change prior to shipping or performing any affected Product to or for Buyer.

7. Discontinuation of Products. Seller shall provide Buyer with at least three hundred and sixty five (365) days' prior written notice in the event that Seller discontinues the manufacture of any Product previously purchased by Buyer. Failure by Seller to do so shall be regarded as a material breach of these Terms entitling Buyer to terminate for cause pursuant to Section 5.

8. Blanket Orders and Scheduling. In the event that an Order states that it is a blanket purchase order, any quantities listed thereon will be estimates only, and Buyer reserves the right to increase or decrease the quantity ordered at any time in its sole discretion. Buyer will provide non-binding forecasts of its requirements and Seller will use best efforts to meet those forecasts. Any such Order will not create any commitment on the part of Buyer to purchase any Products from Seller. With respect to such Orders, Buyer will only be obligated to purchase, and Seller will be obligated to sell, the Products in the quantities and at the times specified in the written order releases or instructions of Buyer or Buyer's authorized agent. Buyer may issue a Schedule to Seller with a breakdown of its requirements for the Products in the ensuing period of up to 12 calendar

months. Orders described as “Delivery Authorised” mean that Supplier shall transport the Goods. Once an Order is Delivery Authorised a purchase order, line number and release number will be generated which must be on all Supplier paperwork and within the ASN. Orders described as “release to production” in the Schedule mean that Seller shall commence the manufacture process but is not permitted to transport. Orders described as “Plan for raw material” mean that Seller shall commence to purchase the raw materials and the Buyer shall be responsible to pay for the Products if Buyer later declines to purchase. Raw material costs shall be fixed once an Order is described as Planned. A Frozen Period is a period for which deliveries of the Products are fixed and which may only be amended by agreement between the Parties.

9. Delivery. Seller shall cause timely delivery of the correct quantity of Products specified in an Order. Time is of the essence with respect to Seller’s obligations hereunder. Seller shall ensure that it provides Buyer with regular order updates and with an Advanced Shipping Notification (ASN) once the Products are being transported to Buyer, confirming that the Products are in transit and the mode of transportation. If delivery of Products is not completed by the specified delivery date, Buyer reserves the right, in addition to its other rights, to return Products or terminate all or part of an Order and charge Seller with all costs, expenses and damages associated with such return or termination. Seller shall include a packing slip in a waterproof envelope secured to package on all shipments. Seller shall pack all Products in accordance with any instructions provided by Buyer and in accordance with good commercial practices to ensure that no damage results from weather or transportation. The packing slip must adhere to Buyer’s specifications, as amended from time to time. Seller must, amongst other things, display the complete Order number and Product part number on the outside of each delivered package or box and the label must strictly adhere to the Buyer’s written instructions. If an Order comprises multiple boxes, a master label must also be provided in accordance with the Buyer’s instructions. FAILURE TO DO SO WILL ENTITLE THE BUYER TO REJECT A DELIVERY. Seller shall strictly comply with Buyer’s delivery instructions contained on an Order. Irrespective of any delivery instructions stated elsewhere, prices charged to Buyer for goods are for delivery in accordance with 2020 Incoterms FCA. Risk of loss shall remain with Seller until delivery to Buyer’s facility or other designated location and acceptance after inspection by Buyer. No charges for blocking, boxing, crating, dunnage, cartage, drayage or packaging will be allowed without the specific prior written approval of Buyer. Seller shall ensure that Product packaging and protection are suitable to keep the Products and all parts in good condition during its transportation to Buyer and its storage in Buyer’s facilities thereafter. Buyer, at its option, may return to Seller Products delivered earlier than the date specified on the Order, at Seller’s sole risk and expense and/or withhold payment until the otherwise applicable payment period. The quantity of any goods that are delivered as part of the Products may not be greater or less than the amount specified in the applicable Order unless otherwise agreed to by Buyer in writing. Buyer, at its option, may return overshipments to Seller at Seller’s expense. If Buyer so returns Products in either case, Seller’s account shall be debited for the total amount or portion of any invoices (including shipping and freight expenses and taxes, if applicable), paid thereon.

10. Inspection and Acceptance. All Products shall be received subject to Buyer’s inspection and testing from time to time at all reasonable times and places, including without limitation during the period of manufacture, and in any event prior to acceptance. Buyer shall have a reasonable time to inspect the Products after arrival at their destination, but in no event less than thirty (30)

days. Upon notice, Buyer may make inspection visit(s) at the site where the Products are being designed or manufactured, or services are being performed. If Buyer determines that part of the Products are not in accordance with Buyer's instructions, specifications, drawings, and data or Seller's warranties (express and implied), or otherwise unsatisfactory to Buyer in its reasonable discretion, Buyer has the right to (a) reject any such Products and cancel any unshipped portion of the applicable Order without charge or expense to Buyer, and Seller shall reimburse Buyer for any amounts paid by Buyer on account of the purchase price of such rejected Products, and Seller shall immediately reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Products, or (b) require Seller to immediately replace all rejected goods at no extra cost to Buyer, re-perform any rejected services in a manner acceptable to Buyer, and reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Products. Products rejected or those which are supplied in excess of quantities stipulated in any Order may be returned to Seller at Seller's expense and risk of loss. Payment for the Products prior to inspection shall not constitute acceptance thereof and shall be made without prejudice to any and all claims that Buyer may have against Seller. In the event the Products must be installed, tested, inspected or assembled prior to commercial use, they shall not be deemed finally accepted until such installation, testing, inspection or assembly, as the case may be, indicates that the Products are in accordance with specifications and are operating properly. Nothing contained in an Order shall relieve Seller from its obligations of testing, acceptance and quality control. Seller will bear all risk of loss and will be responsible for any and all loss or damage to the Products until Buyer's acceptance of the Products, at which point title to the Products will pass to Buyer. Buyer may inspect during regular business hours upon reasonable notice (other than in an emergency) Seller's facilities where the Products are made or performed.

11. Prices and Payment. Seller shall sell to Buyer the Products shown on the face of an Order at the prices specified. Except as otherwise provided in an Order, such prices are inclusive of any and all other charges for the Products (including, but not limited to, any charges for freight, boxing, packing, cartage or other additional charges). Unless otherwise specified on the face of an Order, the prices herein include all applicable taxes, customs, duties and fees of every kind and nature, including, without limitation, sales and use taxes. Seller warrants that the prices are not in excess of the lowest prices charged by Seller to other customers for similar Products. Seller's invoice shall include Buyer's Order number and shall include the Products' packing slip reference or number wherever possible. Seller shall not make partial shipments under any Order without Buyer's prior written approval. If partial shipments of Products are permitted by Buyer to be made, Seller must render separate invoices for each shipment, and payment for Products by Buyer shall be due sixty (60) days following the end of the calendar month after Buyer's acceptance of the final shipment of Products delivered pursuant to the applicable Order. Payment by Buyer will not constitute acceptance of Products, nor impair Buyer's right to inspect Products, or invoke any of its remedies.

12. Setoff. Buyer may set off and deduct from Seller's invoices any monies owed to Buyer or its affiliates by Seller or its affiliates. In addition, Buyer may set off any amount due Seller or its affiliates, whether or not under any Order, against an amount sufficient to protect Buyer from all claims, losses, damages and expenses arising from Seller's breach of an Order or other acts or omissions. Seller may not set off any amount due from Buyer, whether or not under these Terms or any Order, against any amount due Buyer without Buyer's prior written consent.

13. Proprietary Information; Confidentiality. All non-public, confidential or proprietary information (whether or not marked, designated, or otherwise identified as “confidential”) of Buyer and Buyer’s affiliates, customers, and suppliers furnished by Buyer or any other person acting on behalf of Buyer and all such information learned or observed about Buyer or its operations through performing an Order is confidential and Seller shall not disclose any such information to any other person, or use such information for any purpose (other than performing an Order) without Buyer’s express written consent. All information in tangible form, including drawings, samples, models, specifications, or other documents provided by Buyer or prepared by Seller for Buyer shall be returned to Buyer promptly upon request. Seller shall not publicize the fact that Buyer has contracted to purchase Products from Seller, nor shall any information relating to an Order be disclosed without Buyer’s written consent. Seller shall not disclose or use Buyer’s name in any general advertising, nor disclose that Buyer is a customer of Seller, without Buyer’s prior written consent. Unless otherwise agreed in writing, no information disclosed by Seller to Buyer shall be deemed confidential and Seller shall have no rights against Buyer with respect to Buyer’s use thereof. Buyer shall be entitled to injunctive relief for any breach of this Section without the necessity of proving damages or posting a bond. This Section does not apply to information that (i) is already in the public domain at the time of disclosure to Seller or (ii) subsequently enters the public domain other than as a result of any breach by Seller or (iii) is lawfully obtained by Seller on a non-confidential basis from a third party without confidentiality obligations in relation to such information. The provisions of this Section shall survive any expiration, termination, or fulfillment of any Order or any other agreement between the parties.

14. Representations and Warranties. In addition to all warranties implied by law, Seller specifically represents, warrants, and guarantees that: (a) all Products shall conform strictly to the designs, specifications, tolerances, descriptions (whether oral or written, including on Seller’s website or catalogue), drawings, samples and other requirements referred to in an Order or provided by Buyer or otherwise made available to Seller; (b) all Products shall be of the best available quality, material and workmanship and conform in all respects with the Order and free from defects in design, materials and workmanship; (c) all Products shall be fit and safe for their intended purpose; (d) all Products shall be free from liens, encumbrances, and other claims against title; (e) Seller will have good and marketable title to all goods included in the Products prior to delivering the Products to Buyer; (f) all Products shall be new and not contain any used or reconditioned parts or materials, except to the extent specifically agreed to by Buyer in writing prior to delivery of the Products; (g) all Products shall be approved by licensed professionals in the event professional design work is involved; (h) all Products shall include all Material Safety Data Sheets (MSDS), operation, testing, service and maintenance manuals, instructions, warnings, software (including source code) and documentation and adhere to the F604 HUSCO Off Highway Supplier Quality Manual; (i) to the extent any of the Products require calibration, such calibration shall be performed by qualified personnel using equipment calibrated against a national or international standard as part of a calibration system approved by Buyer in advance; (j) each of Seller’s employees, agents, or representatives assigned to provide services under an Order or these Terms will have the proper skill, training, and background to perform such services in a competent and professional manner; (k) all services included in the Products will be performed in a timely, workmanlike, competent, and professional manner and in accordance with the highest industry standards and practices; (l) all Products will comply with all applicable laws, regulations, orders,

and codes of practice; and (m) the Products and Buyer's authorised use thereof will not infringe or misappropriate, or contribute to the infringement or misappropriation of, any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights. Seller also represents and warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties and guarantees provided by manufacturers or suppliers of material or equipment included or incorporated into the Products or services and shall perform its responsibilities so that such warranties or guarantees remain in full effect. Seller further represents and warrants that there will be no changes to processes, sub-suppliers, materials, procedures or equipment without Buyer's prior written consent. Seller agrees to promptly, at Buyer's option, refund the purchase price of, replace or otherwise correct, without expense to Buyer, any of the Products or services which do not conform to the foregoing warranties. In the event that Seller fails to promptly make such refund, replacement or correction, Buyer may cause such replacement or correction to be made and charge Seller for all expenses associated therewith. The foregoing warranties and remedies shall be in addition to any warranties or remedies provided by law and shall survive inspection, test, acceptance and payment. All of Seller's warranties shall extend to Buyer, Buyer's successors, assigns and users of the Products and customers, such customers to include but not be limited to users of Buyer's products that contain, incorporate or embody the Products.

15. Indemnification. Seller's indemnification obligations hereunder shall not lessen or diminish any of Seller's other responsibilities pursuant to an Order, including, but not limited to, Seller's warranty obligations. SELLER SHALL DEFEND, INDEMNIFY, AND HOLD BUYER, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, DIRECT OR INDIRECT CUSTOMERS AND USERS, SUCCESSORS, AND ASSIGNS HARMLESS AGAINST ANY CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, LIABILITIES, LOSSES, OR EXPENSES WHATSOEVER, INCLUDING ALL LEGAL FEES, ARISING FROM OR RELATED TO ANY ACTUAL OR ALLEGED (A) DEFECT IN THE PRODUCTS, (B) FAILURE TO COMPLY WITH SPECIFICATIONS IN AN ORDER OR WITH THE EXPRESS AND IMPLIED WARRANTIES OF SELLER, OR ANY OF THESE TERMS OR TERMS OF ANY ORDER, (C) ACT OR OMISSION OF SELLER OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS RELATED TO THE PROVISION, SALE OR USE OF THE PRODUCTS OR SELLER'S PERFORMANCE OF ITS OBLIGATIONS UNDER ANY ORDER, (D) BREACH BY THE PRODUCTS, OR IN THE PROVISION, MANUFACTURE, SALE, OR USE OF THE PRODUCTS, OF ANY LAW, REGULATION, ORDER OR OTHER INSTRUMENT HAVING THE FORCE OF LAW, OR (E) INFRINGEMENT BY ANY PRODUCT OF ANY PATENT, TRADEMARK, OR OTHER TRADE DESIGNATION, TRADE SECRET, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT, WHICH RIGHT WAS IN EFFECT AT THE TIME SELLER ACCEPTED THE APPLICABLE ORDER (OTHER THAN INFRINGEMENT CAUSED SOLELY BY SPECIFICATIONS PROVIDED BY BUYER). If any claim, demand, action, or proceeding is commenced against Buyer by reason of any of the above matters, Buyer shall give Seller notice thereof in writing; provided, however, that any failure by Buyer to give such notice will only relieve Seller of liability if and only to the extent that Seller is directly and materially prejudiced thereby. Buyer shall have the right to instruct, at Seller's expense, lawyers on its own behalf, and shall have the right to participate in the defence of any such litigation.

16. Intellectual Property Ownership. All intellectual property rights in the Products shall belong exclusively to Buyer. If any such rights vest in Seller or any third party, Buyer may, upon giving written notice to Seller, require Seller to assign or effect the assignment of all such rights to Buyer without the payment of any additional payment or compensation.

17. Trademarks. Buyer warrants that all of the trademarks Buyer requests Seller to affix to the Products are owned or authorised for use by Buyer. Seller will not acquire and shall not claim any rights, title, or interest in such trademarks or use any such trademarks on any articles produced for or provided to anyone other than Buyer. Any goods included in the Products that are peculiar to Buyer's design, either as an assembly or component part of any assembly, as well as any Products bearing any trademark or identification mark of Buyer, may not bear any trademark or other designation of Seller or a third party.

18. Insurance. Seller shall, at its own expense, maintain and carry with reputable insurers insurance in full force and effect in accordance with the minimum requirements set out below. Seller shall annually or upon request provide Buyer a certificate of insurance evidencing compliance with such requirements. Seller shall at all times maintain insurance in at least the following amounts: general liability insurance of £2,000,000 per occurrence and £5,000,000 in the aggregate; umbrella/excess liability insurance of £5,000,000; employer's liability insurance of £2,000,000 and any statutorily required worker's compensation insurance. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy.

19. Material Furnished. With respect to any material, tooling, equipment, drawing, patterns, designs, and other property or data furnished by or on behalf of Buyer ("Buyer-Furnished Property") in connection with these Terms and/or an Order, Seller agrees: (a) not to substitute any other Buyer-Furnished Property in such fabrication or make process changes without Buyer's written consent, (b) that title to such Buyer-Furnished Property shall not be affected by incorporation in or attachment to any other property, and (c) to state and warrant on its invoice for final parts that "All Buyer-Furnished Property in this contract (except that which became normal industrial waste or was replaced at Seller's expense) has been returned in the form of parts and unused material." Proceeds of scrap salvage shall accrue to the benefit of Buyer and will result in a reduction of the prices stated in the applicable Order. Any such material scrapped because of defective workmanship of Seller shall be replaced or paid for by Seller. Seller shall not disclose to any third party, or use, reproduce, or appropriate any Buyer-Furnished Property, nor will Seller use the same to produce, manufacture or provide more of the Products than is required hereunder. All Buyer-Furnished Property is being provided for use on an "as-is" basis, and Buyer makes no representations or warranties with respect thereto, whether express or implied. Seller agrees that no inaccuracy or inadequacy in Buyer-Furnished Property shall excuse performance not in strict accordance with specifications and that such Buyer-Furnished Property shall be used by Seller at Seller's own risk. Title to Buyer-Furnished Property will remain with Buyer at all times. Buyer has no obligation to furnish any Buyer-Furnished Property, and Seller is solely responsible for obtaining and maintaining the tools and equipment necessary for the fulfillment of its obligations hereunder, including all repair and replacement costs associated therewith. Seller will bear the risk of loss or damage to all Buyer-Furnished Property unless such loss or damage is solely and directly caused by Buyer. All Buyer-Furnished Property, together with spoiled and surplus

materials, must be returned to Buyer upon Buyer's demand. All designs, sketches, patterns, tools, equipment, special appliances, software, plans, documents, models, interfaces, data, and configurations ("Equipment") paid for directly or indirectly (including as part of the purchase price, whether or not specifically itemised) by Buyer are Buyer-Furnished Property and subject to the terms of this Section. Any Equipment purchased, furnished, or used by Seller in its performance of its obligations under these Terms and/or an Order that does not become Buyer-Furnished Property under this Section is subject to Buyer's option, at any time and from time to time, to purchase from Seller some or all of such Equipment, and upon the exercise of such option Buyer will become the owner and entitled to possession of the same. The purchase price for such Equipment may not exceed the initial cost of such Equipment less any accumulated depreciation. Seller shall not sell or otherwise dispose of any such Equipment without the prior written consent of Buyer.

20. Steel Castings. Steel castings shall not be welded without Buyer's consent which, if given, shall not relieve Seller of Seller's warranty responsibility regarding the Products.

21. Publicity. Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact that Seller has contracted to furnish Buyer the material herein ordered, or that such material has been supplied, or that Buyer is a customer of Seller.

22. Compliance with Law. Seller will at all times comply with all applicable laws, rules and regulations relating to its obligations under an Order and, if applicable, its manufacture of Products. These include Buyer policies communicated to Seller from time to time. Seller shall furnish to Buyer any information required to enable Buyer to comply with all applicable laws, rules, regulations and policies in its use of the Products or reasonably requested by Buyer to confirm compliance with such laws, rules and regulations or with the provisions of an Order. These include, but without limitation, the UK Modern Slavery Act, the UK Corporate Criminal Offences legislation (and specifically Buyer's CCO Policy), Regulation (EC) No. 1907/2006 (REACH) and the Conflict Minerals Regulation. In relation to the UK Modern Slavery Act, Seller shall provide such evidence as Buyer may require to verify that there is no modern slavery or human trafficking in any of its practices or supply chain.

23. Anti-Corruption Laws. Seller shall comply with all applicable anti-bribery, anti-corruption, and recordkeeping requirements imposed under the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the United Kingdom Bribery Act ("UKBA"), and any anti-bribery or anti-corruption laws of similar effect in the jurisdictions where Buyer conducts business (collectively "Anti-Corruption Laws").

24. Export Control Laws. Seller shall comply with all applicable economic sanctions, export control laws, and other restrictive trade measures imposed by the United States Government, United Kingdom Government, European Union ("EU"), and United Nations Security Council, and any other jurisdictions where Buyer conducts business (collectively "Export Control Laws"). Illustrative examples include, without limitation, (i) the Export Administration Act of 1979, as amended (50 U.S.C. app. 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 ("EAR"); (ii) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding

ITAR; (iii) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), 31 C.F.R. Part 500 et seq., and the U.S. Department of State's Office of Terrorist Financial and Economic Sanctions Policy; and (iv) all Anti-Boycott laws, regulations, guidelines, and reporting requirements, including those issued under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code. Seller acknowledges that these Anti-Money Laundering Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies.

25. Work Performed on Buyer's Premises. IF ANY WORK UNDER AN ORDER IS TO BE PERFORMED ON BUYER'S PREMISES, SELLER AGREES TO INDEMNIFY BUYER AGAINST ALL DAMAGES, CLAIMS AND EXPENSES ARISING OUT OF SUCH WORK AND BASED UPON PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND OTHER MATTERS RELATING TO ANY ACTS OR OMISSIONS OF SELLER, SELLER'S EMPLOYEES OR REPRESENTATIVES. PRIOR TO COMMENCEMENT OF SUCH WORK ON BUYER'S PREMISES, SELLER SHALL FURNISH TO BUYER SATISFACTORY EVIDENCE THAT SELLER AND SELLER'S REPRESENTATIVES HAVE ADEQUATE GENERAL COMMERCIAL LIABILITY, PROPERTY DAMAGE, EMPLOYER'S LIABILITY AND WORKMEN'S COMPENSATION INSURANCE. SELLER AGREES TO PERFORM THE WORK IN ACCORDANCE WITH THE SAFETY RULES OF BUYER AND APPLICABLE LOCAL LAWS AND REGULATIONS.

26. Anticipated Delay. If at any time Seller has reason to believe that deliveries of Products will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Buyer. Seller, by giving this notice, is not relieved of any of its obligations under an Order and is still bound to deliver the Products on time and shall be required to deploy at its own cost all means necessary and expedient to achieve on time delivery.

27. Excuse from Performance. Buyer will be excused from performance under these Terms and any Order if performance is rendered impracticable by any accident, breakdown, riot, war, delay, labour or transportation problem, act of God, or other causes or conditions, whether of like or different nature, that are beyond Buyer's reasonable control. In the event of Seller's delay or failure to perform for any reason, in addition to all other remedies available, Buyer may at its option (a) require Seller to procure the Products from other sources or (b) procure some or all of the Products itself from other sources and reduce or terminate (at Buyer's option) Buyer's obligation to Seller under the applicable Order, without liability to Seller. At Buyer's request, Seller shall provide adequate assurances that the delay or failure to perform will not exceed 10 days. If Seller fails to provide such assurances within 3 days of Buyer's request or fails to perform within the 10-day period, Buyer may immediately cancel the applicable Order, all other outstanding Orders, and/or these Terms without liability, and Buyer may pursue all remedies available to it against Seller.

28. Import Requirements. Upon Buyer's request, Seller shall provide Buyer with an appropriate certification stating the country of origin for the goods sufficient to satisfy the requirements of: (a) the customs authorities of the country of receipt and (b) any applicable export

licensing regulations, including those of the United Kingdom. Seller shall ensure that all goods are marked (or, if applicable, the container holding the goods is marked) with the country of origin. Seller shall ensure compliance in marking the goods with the requirements of the customs authorities of the country of receipt. Seller shall comply with all other government agency requirements of the country to which the goods are shipped. Failure to comply with import requirements will result in the transfer of financial and legal obligations to Seller. The Order includes all related customs and duty rights, including rights developed by substitution and rights that may be acquired from Seller's suppliers that Seller may transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and, upon Buyer's request, shall provide Buyer with such documents as may be required by the customs authorities of the country of receipt to prove importation and to transfer such rights to Buyer.

29. Independent Contractor. Seller, its agents and other suppliers, shall at all times be independent contractors and no express or implied representations to the contrary shall be made. Seller shall at all times retain exclusive liability for wages and all employment-related obligations due its employees and shall indemnify Buyer for any liability arising therefrom.

30. Waiver. The failure of Buyer to insist upon strict performance of any term or condition contained in these Terms or an Order will not be considered a continuing waiver of such term or condition, or any other term or condition, or any of Buyer's rights. In addition, if any term in these Terms or an Order is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination will not affect the remainder of these Terms or such Order, which will remain in full force and effect.

31. Miscellaneous. (a) An Order and the parties' performance hereunder shall be governed by the law of England & Wales, without giving effect to conflict of laws principles. Seller hereby consents to the exclusive jurisdiction and venue of the English courts. (b) The warranties and remedies set forth herein shall be cumulative, and no warranty or remedy provided herein shall be exclusive of any other warranty or remedy hereunder or in any Order, or provided by any applicable law. (c) Seller may not directly or indirectly assign, transfer, or otherwise confer, whether voluntarily or involuntarily, by merger, consolidation, dissolution, change of control, or otherwise, these Terms and/or any Order or any of Seller's rights hereunder, nor delegate any of Seller's obligations under these Terms and/or any Order, without Buyer's written consent. Any purported assignment or delegation in breach of this Section will be void. Buyer may assign these Terms and/or any Order and any of Buyer's rights hereunder and delegate any of Buyer's obligations under these Terms and/or any Order. If Buyer assigns these Terms and/or any Order or delegates any obligations under these Terms and/or any Order (whether in whole or in part), Seller shall, as it relates to such part that was assigned or delegated, release Buyer from all liability under these Terms and/or the applicable Order and hold the assignee solely responsible for performance of all such obligations. (e) Headings preceding particular sections are for convenience only and are not to be construed as part of an Order or as a limitation of the scope of a particular section to which they refer. (f) These terms are made in the English language only, which language shall be controlling in all respects and all versions of the terms in any other language shall be for convenience only and shall not be binding upon the parties. (g) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Order or transaction between the parties. All customs fees, import duties, cargo insurance, taxes and

other charges imposed on or relating to the purchase or sale of the Products shall be paid by Seller, and prices include all commercial export packaging.