

1. GENERAL

- a. These terms and conditions of purchase ("**Conditions**") together with terms and special conditions appearing in writing on an agreed purchase order ("**Purchase Order**"), concerning the supply of goods ("**Goods**") and/or services ("**Services**") (Goods and Services shall be collectively referred to as the "**Deliverables**") between the Parties, are the only conditions on which Sumitomo Electric Wiring Systems (Europe) Ltd or its Affiliates ("**Purchaser**") shall procure the Deliverables from the seller ("**Seller**"). These Conditions shall apply to all Purchase Orders and in place of, prevail over and supersede any terms and conditions (i) which are contained or referred to in the Seller's acceptance forms, brochures or catalogues, in correspondence or otherwise or elsewhere which the Seller seeks to impose, or (ii) which are implied by trade, custom, practice or course of dealing, unless specifically agreed to in writing on behalf of the Purchaser. Any purported provisions to the contrary are hereby excluded or extinguished and the purchase of Deliverables shall not constitute acceptance of any other terms and conditions. Notwithstanding the generality of the foregoing, the Purchaser agrees that any acceptance of an order by the Seller and/or the commencement of delivery of Deliverables or other performance of a Purchase Order by the Seller constitutes the acceptance by the Seller of these Conditions.
- b. The Purchaser shall not be liable to the Seller for any order unless expressly included on the agreed Purchase Order.
- c. In the event of conflict or inconsistency between these Conditions and other agreed terms appearing on the face of this Purchase Order or attached to these Conditions, the Purchase Order terms or attached terms (as applicable) shall take precedence over these Conditions.
- d. The Purchaser and the Seller are referred to individually as a "**Party**" and together as the "**Parties**".

2. ACCEPTANCE

- a. All Purchase Orders and Deliverables shall be subject to and governed by these Conditions, together with any special terms agreed between the Parties in writing on the Purchase Order or attached to these Conditions.
- b. The Purchaser may cancel its order if not accepted by the Seller in writing within seven (7) days of the date shown on the Purchase Order.
- c. Time, place, quantity and manner of delivery of the Deliverables and other aspects of performance of the Purchase Order are of the essence.
- d. In addition to and without prejudice to other rights, the Purchaser reserves the right to cancel, vary or suspend all or any part of the Purchase Order and/or to the award of damages for any consequential loss or expenses incurred, if the Purchase Order is not fulfilled at the time or place or in the quantity or manner specified.
- e. A Purchase Order expressly limits acceptance to the terms and conditions included in these Conditions.
- f. The delivery, even partial, of the Deliverables, including the delivery of one single piece or part of a Service, will be considered as the acceptance of the Purchase Order, including all its terms and conditions, by the Seller.

3. QUALITY AND WARRANTY

- a. The Seller expressly recognises that it has full knowledge of the intended use of the Goods, material, equipment and parts, and Services (if applicable) to be delivered in accordance with this Purchase Order. The Seller warrants that the Deliverables shall be fit for purpose, delivered promptly, diligently, comply with these Conditions and the Purchase Order(s) to which they relate, delivered in accordance with required delivery dates, conform to any description, specification, policies, manuals, drawings and instructions issued by the Purchaser, and shall (in the case of Goods) be free from defects in design, material, workmanship and title and shall (in the case of Services) comply with any agreed KPIs and service levels, be performed with the highest standards of care and diligence, by staff with the competence and experience to deliver the Services in accordance with these Conditions, best industry practice and in a manner to be reasonably expected from a prudent supplier experienced in providing similar Services.
- b. The Seller shall warrant Deliverables supplied by the Seller under or in connection with these Conditions and any Purchase Order(s) to which they relate in accordance with these Conditions, including but not limited to clauses 3a and 13.a, and unless otherwise agreed in writing on a Purchase Order, for a period of twelve (12) months from the date of first performance of the Services (or Services) and for a period of thirty-six (36) months from the later of: (i) first delivery of the Goods; or (ii) first registration of the vehicle(s) in which the Goods have been used or installed (for Goods) ("**Warranty Period**"). In the event of a defect in any Deliverables, the Seller shall (at the Purchaser's option and at no cost to the Purchaser) promptly repair or replace the defective Goods and reperform the defective Services, or the Purchaser shall (at its option) be entitled to reject the defective Deliverables. The Warranty Period in respect of any replaced or repaired Goods shall be extended by a period equivalent to the Warranty Period, commencing from the date such Goods were repaired or replaced by the Seller under these Conditions ("**Extended Warranty Period**"). Any cost or expense incurred by any persons removing, refitting, repairing, replacing or transporting Goods or reperforming Services pursuant to this clause 3 shall be borne by the Seller.
- c. Without prejudice to the Purchaser's rights and remedies under these Conditions, the Seller shall pass on to the Purchaser (so far as the Seller is legally able to do so) the benefit of any warranties given to the Seller by third parties in relation to the Deliverables or any part of the Deliverables.
- d. If the Deliverables are defective and the Seller fails to promptly repair, replace or reperform them in accordance with clause 3b then, without prejudice to the Purchaser's other rights and remedies under these Conditions or applicable law, at the Purchaser's option and at no cost to the Purchaser: (i) the Seller shall refund to the Purchaser the Price of the defective Deliverables, (ii) the Purchaser may reject or deduct payment of the Price of the defective Deliverables, (iii) the Purchaser may choose to accept the defective Deliverables and the Purchaser shall be entitled to a reasonable reduction in the Price, (iv) the Purchaser may rectify or arrange to have rectified such non-conformance at the Seller's cost, or (v) the Purchaser may at the Seller's cost procure deliverables similar to the Deliverables from alternate sources in order to meet customer requirements.
- e. Where the Deliverables are Goods and are rejected by the Purchaser, they will at the option of the Purchaser, either be held by the Purchaser at the Seller's risk pending collection or be returned to the Seller at the Seller's expense and risk. Any warranty expressly contained in this Purchase Order will not limit the application of any implied warranties, conditions or of any other legal warranties, and the Purchaser may exercise any remedies available under these Conditions or at law or equity without limitation.
- f. The Seller agrees that the Purchaser or the Purchaser's designated agent shall have the right to enter the Seller's facilities, and if applicable any other facilities at which Deliverables are being produced, at reasonable times to inspect, examine and test the facilities, Deliverables (including any Goods that consist of plant, machinery or equipment ("**Plant**")), materials and any other property used in the production of Deliverables or to be delivered to the Purchaser. The Seller shall immediately provide the Purchaser with certified copies of the results of any inspection, examination or test carried out by or on behalf of the Seller. Such inspection, examination or test shall not constitute or imply acceptance of any Deliverables. If required by the Purchaser, the Seller shall submit samples for approval and the manufacture of the Goods shall not commence until the Purchaser has approved the samples in writing. The Purchaser may retain the samples until the Goods have been accepted.

4. PACKAGING AND DELIVERY

- a. The Deliverables which are Goods must be suitably packed to ensure safety in transportation. All packages and packing material shall be at the cost of the Seller, unless otherwise agreed in writing between the Parties. The Goods shall be delivered carriage free and shall be at the risk of the Seller, until so delivered to the Purchaser's site or such other place as set out in the Purchase Order, or agreed in writing between the Parties. Any Goods that are Plant shall only be delivered with the Purchaser's prior written consent, with at least fourteen (14) days' written notice from the Seller prior to despatch. On despatch of Plant, the Seller shall provide the Purchaser with an advice note quoting the Purchase Order number, stating the carrier employed to transport the Plant and all matters stated on the delivery note. Delivery of Plant shall only be accepted by the Purchaser if all information required to be provided by the Seller pursuant to clause 9.b and all ancillary equipment ordered in relation to the Plant has been provided by the Seller.
- b. Timely delivery is a material condition of these Conditions. Unless otherwise provided for in the Purchase Order, Deliverables shall be delivered to the Purchaser's site Delivered Duty Paid (DDP) (INCOTERMS 2020). Offloading shall be at the Seller's risk and expense and the Seller shall insure the Goods to their full replacement value during transit and until they have been offloaded at the agreed delivery point. The Seller shall at the Purchaser's request assist the Purchaser in claiming applicable customs duty relief, including providing the Purchaser with all necessary supporting documentation (such as certificates of origin). All Goods must be accompanied on delivery by a detailed delivery note indicating the Purchase Order number and giving full particulars of the Goods delivered.
- c. If the delivery times as set out in the Purchase Order cannot be met or at any time at the Purchaser's request, the Seller shall provide prompt information to Purchaser as to the causes and the mitigation action it proposes to take. The Purchaser may, at its sole discretion, require the Seller to suspend all performance under a Purchase Order at the Seller's cost for a period of up to six (6) months. In the event of any suspension of the Seller's performance under this clause, the Purchaser's obligation to pay for such Deliverables shall be suspended for the same period.
- d. The Purchaser shall not be obliged to accept any quantity of Deliverables other than that shown on the Purchase Order, at the delivery date and location(s) specified therein. The Purchaser reserves the right to reject any delivery made in advance of the delivery date or other than at the delivery location(s) shown on the Purchase Order. Goods delivered in excess of the quantities specified in the Purchase Order may be returned at the Seller's risk and expense.
- e. If the Goods have a limited shelf life, the Seller shall inform the Purchaser of the storage conditions recommended for the longest possible shelf life, and indicate the minimum and maximum shelf life of, the Goods. Any Goods or other materials which are manufactured for but not delivered to the Purchaser and which are manufactured, packaged or labelled in such a manner as to identify the Purchaser shall not be disposed of to third parties without the Purchaser's prior written consent and, if the Purchaser so consents, all information identifying the Purchaser shall be removed by the Seller from the Goods, materials and packaging prior to third party disposal.
- f. The Seller shall maintain a supply of spare parts for Goods supplied to the Purchaser for a period of ten (10) years from the date of supply. The Seller shall deliver spare parts within ten (10) days of order at the list price.

5. PRICE

- a. The price stated on a Purchase Order is fixed and shall not be varied except as expressly provided for in these Conditions or any special conditions agreed on the Purchase Order and is inclusive of: (i) all duties, levies and taxes in the country of origin of the Deliverables excluding value added tax or equivalent tax, (ii) any carriage or packing charges relating to Goods, and (iii) any travel, accommodation or other incidental expenses required in relation to the delivery of any Services ("**Price**").
- b. The Seller will submit invoices at the end of each calendar month in which Deliverables are supplied in the same language as the relevant Purchase Order to the Purchaser's Accounts Department, including particulars of the Purchase Order to which it relates.

Where packing charges are payable, such charges shall be invoiced at no greater than their actual cost to the Seller and shall be invoiced separately. All invoices will include the Purchase Order number, and any other supporting information or evidence requested and notified by the Purchaser. Without prejudice to the Purchaser's rights under contract or at law, the Purchaser shall be liable to pay only for Deliverables accepted and received, whether in whole or in part. Where the Goods include any Plant, the Seller shall provide the Purchaser with an invoice for such Plant within three (3) calendar days of delivery of such Plant, which shall include a detailed description of the Plant (including part numbers where applicable) and shall be payable in accordance with clause 5d.

- c. Where all or part of the Deliverables have been delivered and used in the business of the Purchaser and a price for the same has not been agreed the price payable shall be that specified on the Purchase Order, but if no price appears on the Purchase Order the Purchaser reserves the right to pay a reasonable price calculated by reference to other prices paid to the Seller for similar Deliverables.
- d. Unless otherwise stated on the Purchase Order, the Purchaser will electronically transfer payment to the Seller within ninety (90) days after the date on which the relevant Goods have been received or Services completed (or the date on which the price of unpriced Deliverables has been established pursuant to clause 5c, whichever occurs later), provided that the Seller has supplied such Goods or Services in accordance with these Conditions and, where the Seller is required to submit an invoice, such invoice is accurate and was received by the Purchaser's Accounts Department within thirty (30) days of delivery or completion of Goods or Services. If such day is not a normal banking day in England, then electronic transfer of payment will be on the next banking day. Where the Purchaser collects Goods from the Seller, "received" means formal receipt by the Purchaser's nominated courier or where the Goods are delivered to the Purchaser's premises, "received" means formal receipt by the Purchaser's Goods received area. Without prejudice to the Purchaser's other rights and remedies, the Purchaser may deduct from or set off against any payments due to the Seller under these Conditions the amount of any bona fide contra accounts or other claims that the Purchaser may have against the Seller in connection with these Conditions. The Purchaser shall have no liability to make payments to the Seller in respect of adjustments to any amounts invoiced and paid for by the Purchaser within one (1) year from the date of the performance or delivery of the Deliverables.
- e. Unless by prior written agreement: (i) invoices not received by the 7th of the calendar month following delivery will be dated forward to the following month; and (ii) Deliverables received on or after the 27th of the calendar month will be automatically entered into the Purchaser's following calendar month's accounts.

6. TITLE AND RISK OF LOSS OR DAMAGE

Title to Deliverables that are Goods shall pass to the Purchaser upon (i) receipt at the Purchaser's designated facility in accordance with or as otherwise stated on the Purchase Order, and (ii) an authorised representative of the Purchaser's goods receiving department signing a delivery note quoting the Purchase Order number. Such passing of title shall not prejudice the Purchaser's rights of rejection under clause 3.d. Risk of loss or damage to the Goods shall pass upon acceptance of the Goods by the Purchaser. Where any payment is made by the Purchaser prior to delivery, the title (but not risk of loss or damage) to any Goods so paid for shall immediately pass to the Purchaser.

7. INTELLECTUAL PROPERTY

- a. "**Intellectual Property**" or "**IP**" includes any and all inventions whether or not patentable, patents, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, design rights, database rights, trade secrets know-how, goodwill, and methods, in each case whether registered or unregistered, and also including identified technical and non-technical or business-related information such as specifications, computer programs, IP addresses drawings or blueprints. "**Foreground IP**" means any IP that arises or is obtained or developed by a Party, or by a contractor on behalf of a Party, specifically in the course of or in connection with the performance of a Purchase Order or the performance or delivery of Deliverables. "**Background IP**" means IP which is owned by or licensed to a Party before the date of issue of the Purchase Order, or later developed or otherwise acquired by a Party other than through participation in the Purchase Order. Nothing in these Conditions shall transfer ownership of Background IP from or to any Party. No rights or licences in IP are granted save as expressly set out in the Conditions.
- b. Subject to the Seller's compliance with these Conditions, the Purchaser grants to the Seller for the period of time needed to fulfil the Purchase Order, a non-exclusive, non-transferable, royalty-free, personal license to use the Purchaser's IP solely to the extent necessary for fulfilling the Seller's obligations under these Conditions. The Seller may not sub-license this licence without the prior written consent of the Purchaser. The Seller grants to the Purchaser a worldwide, perpetual, irrevocable, paid-up, sub-licensable right to use the Seller's IP: (i) to fulfil its obligations under the Conditions; and (ii) to use and benefit from any Deliverables and Foreground IP supplied for any purpose whatsoever.
- c. The Purchaser shall own all Foreground IP, whether developed by the Purchaser or the Seller. To the extent permitted by law, the Seller hereby assigns (by way of present assignment of future rights) and procures the assignment to the Purchaser, absolutely and with full title guarantee, all ownership rights in such Foreground IP created by the Seller, its employees, Affiliates and sub-contractors together with the right to sue for damages and other remedies for any infringement of any of such rights which occurred prior to and after the date of the assignment for the full period of such rights, including all renewals, revivals, re-issues, divisions, continuations or extensions. The Seller shall furthermore assist and co-operate, with the Purchaser in filing and presenting patent applications in relation to any invention conceived or made by it, its Affiliates, sub-contractors or agents in respect of the Deliverables during and after the provision of the Deliverables and will do, and procure the doing of, all such acts and things (including the waiver of moral rights by its employees) as the Purchaser deems necessary in connection with such assistance.
- d. The Seller shall indemnify the Purchaser and hold the Purchaser harmless from and against any costs, claims, damages, losses and expenses arising due to the Deliverables, any Seller act or omission in relation to the Deliverables or other performance of the Purchaser Order infringing any patent, copyright, registered design or other IP right held by a third party. The Seller shall procure, at its cost, for the Purchaser a worldwide, non-exclusive, royalty-free, irrevocable license to manufacture, use and sell the Deliverables or have the infringing Deliverables replaced with substantially equivalent non-infringing Deliverables.

8. MATERIALS PROVIDED BY THE PURCHASER

- a. The Seller shall be fully responsible for any loss or damage to any goods, materials, drawings, artwork, designs, patterns, tools, jigs and other equipment provided by the Purchaser and in the custody of the Seller for the performance of the Purchase Order(s) by the Seller ("**Purchaser's Property**"), arising from any cause whatsoever. The Seller shall maintain the Purchaser's Property in good condition, keep it separate from its own property and the property of third parties and clearly mark it as the Purchaser's property, and not remove it from the Seller's premises without the prior written instructions of the Purchaser.
- b. The Purchaser's Property shall (i) be insured by the Seller to the full replacement value thereof against fire, theft, damage and other usual risks whilst in the custody of the Seller and until returned and accepted by the Purchaser; (ii) remain the exclusive property of the Purchaser, who may through its employees or agents retake possession thereof at any time without notice and enter upon the Seller's premises to do so; and (iii) not be used for any purpose other than the supply of Deliverables to the Purchaser. The Seller waives any and all liens over the Purchaser's Property and shall keep the Purchaser's Property free of all mortgages, charges, liens and other encumbrances.
- c. The Seller shall promptly pay the Purchaser on demand the full replacement value of any of the Purchaser's Property which is not returned or accounted for to the Purchaser's satisfaction.
- d. Where the Purchaser has paid for or is liable to pay for only part of the cost of any tools, patterns, plates, artwork, designs, drawings, free issue materials or other lots ("**Part Owned Items**"), clauses 8a, 8b and 8c shall apply to such Part Owned Items mutatis mutandis, save that any insurance required under 8b(i) shall be taken out in the joint names of and for the benefit of the Purchaser and the Seller. The Purchaser shall have an option at any time or times, which shall be exercised by written notice to the Seller, to pay not more than the balance of the replacement cost for the outright ownership of the Part Owned Items. At the request and cost of the Purchaser, the Seller shall deliver any such Part Owned Items to the Purchaser at such place and time as the Purchaser shall stipulate. Within thirty (30) days of receipt of the option notice, the Seller shall notify the Purchaser of the amount claimed as the said un-recovered balance and the Purchaser will within a further thirty (30) day period pay the amount agreed or if it is not agreed the amount fixed by an Independent Chartered Accountant acting as an expert and selected by the President for the time being of the Institute of Chartered Accountants in England and Wales.

9. MATERIALS PREPARED BY THE SELLER

- a. Any goods, materials, drawings, designs, patterns, tools, jigs and other equipment that are required for the execution of, and made specially for, the Purchase Order become the property of the Purchaser on completion of the Purchase Order, unless otherwise agreed by the Purchaser in writing.
- b. Where any of the Goods consist of Plant, the Seller shall provide the Purchaser with all information and drawings showing how the Plant is to be affixed and all such information as is necessary to: (i) prepare suitable foundations or other means of transport of the Plant; (ii) provide suitable access for the Plant and any necessary equipment to the place where the Plant is to be erected; and (iii) make any necessary connections to the Plant. The Seller shall provide operating and maintenance instructions or manuals, including a spare parts list and drawings of the Plant as built in such detail as to enable the Purchaser to operate, maintain, dismantle, re-assemble and adjust all parts of the Plant.
- c. The Seller shall not without the Purchaser's prior written consent sell to anyone other than the Purchaser any Deliverables developed solely for the benefit of and under direction of the Purchaser. The Seller shall immediately notify the Purchaser (giving full particulars thereof) of any claims made by third parties against the Seller in connection with the Deliverables.

10. INSURANCE AND INDEMNITY

- a. The Seller shall obtain and maintain, at its expense, comprehensive general liability insurance, including contractual liability and product liability, covering the Seller's premises and operations in the sum of at least five (5) times the total Price of the Deliverables. For any Services, the Seller shall obtain and maintain professional indemnity insurance in the sum of at least five (5) times the total Price of the Services. Such policies shall be issued by an insurer or insurers satisfactory to the Purchaser. The Seller shall furnish the Purchaser with a certificate of insurance certifying the existence of the required insurance upon request.
- b. The Seller shall be solely responsible for and shall indemnify and hold the Seller harmless, on demand, from and against all costs, claims, damages, fines, losses and expenses (including without limitation Purchaser liability to third parties in law and contract, any increase in cost to the Purchaser in procuring deliverables equivalent to the Deliverables from third parties, stopping or interference with the production or manufacture or supply or recall by the Purchaser of any goods, equipment or stock, investigation expenses and legal fees incurred in litigation or because of the threat of litigation), due to: (i) acts, omissions or negligence of the Seller, (ii) any breach by the Seller of these Conditions or any Purchase Order(s) or agreement(s) to which they relate, (iii) defects, whether latent

or patent, in the Deliverables or workmanship on the Goods or defective design of the Goods purchased by the Purchaser from the Seller, and (iv) any third party claims resulting from any of the above. The Seller shall provide the Purchaser with all such facilities, assistance or advice as the Purchaser may request for the purpose of contesting any claims in respect of which the Seller has indemnified and held the Purchaser harmless pursuant to this clause 10b.

CUSTOMER CONTRACTS

- a. Where the Deliverables are required to enable the Purchaser to fulfil a contract with a specific customer and the identity of the specific customer and terms of such contract have been notified to the Seller, the Seller shall be deemed to be bound by such contract between the Purchaser and the Purchaser's customer as though it were named as the supplier under such contract. In the event of a conflict between (i) these Conditions or a Purchase Order; and (ii) the contract between the Purchaser and its customer, the contract between the Purchaser and its customer shall prevail.
- b. The Seller consents to the Purchaser transferring the benefit of any guarantee, warranty or similar rights given by the Seller to the Purchaser in relation to the Deliverables to any other person, firm or company to whom the Purchaser sells, hires or disposes of such Deliverables, with the effect that such guarantee, warranty or similar right may be enforced against the Seller not only by the Purchaser, but also by any person, firm or company claiming through or against the Purchaser in relation to the Deliverables.

EXCLUSIVE MANUFACTURE

- a. The Seller shall not during the period of the Purchase Order and contract or at any time thereafter manufacture or procure to be manufactured for any person, firm or company other than the Purchaser any goods relating to or based on drawings, designs, data, samples, specifications or other instructions of a technical nature originating from, created for, or commissioned or owned in whole or in part by the Purchaser.

CONFIDENTIALITY

- a. "**Confidential Information**" means all commercial, financial, technical or operational information, and any intellectual property not publicly known or available, which by its nature is confidential, and such information that has been or may be disclosed or otherwise made available in whole or in part to a receiving Party or any Representative in any form or medium. "**Representative**" means any one or more directors, officers, personnel, consultants, or Affiliate of a Party. "**Affiliate**" means any entity that controls, is controlled by, or is under common control with either Party. The Parties agree to exchange and disclose to each other certain Confidential Information. Documents containing Confidential Information should be marked as "Confidential," however the Parties agree that such information will be considered Confidential Information, even if it is inadvertently not marked as such. Confidential Information will be disclosed only as necessary and only for the purpose of fulfilling the Purchase Order. Title to any Confidential Information will not be affected by any such exchange or disclosure.
- b. The receiving Party may only disclose Confidential Information to its representatives and permitted subcontractors on a need-to-know basis in connection with these Conditions. The receiving Party will, at its sole cost and expense, ensure that the nondisclosure obligations of these Conditions are known, understood by and complied with by its Representatives and subcontractors. The receiving Party will be liable for any and all breach of confidence by its Representatives and subcontractors. These provisions do not apply to Confidential Information that: (i) is in the public domain at the time of receipt by the receiving Party through no fault of the receiving Party; (ii) is lawfully received by the receiving Party from a third party who is without an obligation of nondisclosure; (iii) is developed by the receiving Party independently of the Confidential Information, as established by extrinsic evidence, or (iv) is known by the receiving Party at the time of receipt.
- c. Upon expiry or termination of a Purchase Order, each Party will destroy (save for record keeping required by mandatory provision of law), or return upon request, any Confidential Information, including all copies, belonging to the other Party disclosed in relation to that Purchase Order. Each Party acknowledges that it has no rights of use in or to such Confidential Information after the return date or date of destruction.
- d. The Seller shall notify the Purchaser immediately upon becoming aware of a breach or a potential breach of clause 13 and shall inform the Purchaser of the actions it is taking to prevent or remedy such breach or potential breach to ensure that risks to the Purchaser are mitigated. The Purchaser reserves the right to take its own action against any such third party that misuses or that might reasonably misuse its Confidential Information and to direct the Seller to take certain actions. The Seller shall not disclose the fact that it is or has become a supplier to the Purchaser without the Purchaser's prior written consent.

COMPLIANCE WITH LAWS AND STANDARDS

- a. The Seller agrees to fully observe and comply with all applicable laws, rules, regulations and orders, including all applicable standards (such standards to include without limitation all BS, EN and ISO standards applicable to the Deliverables at the time the Parties agree the Purchase Order(s)), pertaining to the production and sale of the Deliverables.
- b. Without prejudice to the generality of the foregoing, the Seller agrees to furnish only the Deliverables (and packaging) which comply with all laws, rules, regulations and orders pertaining to safety and health standards and to environmental compliance, including but not limited to chemical, biological and radioactive substances or matters. The Seller shall comply with all legal requirements relating to product marking in relation to the Goods. The Seller shall prior to delivery provide the Purchaser with a list of by name and description of any harmful properties or ingredients in the Goods and packaging supplied, and after delivery shall inform the Purchaser of any changes in such properties or ingredients.
- c. The Seller warrants and undertakes that it will not use or permit the use of, export or transfer (by any means, electronic means or otherwise), any information or Deliverables which are subject to export control laws and regulations without complying in all respects with the applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export licence(s), guidelines, notices and instructions in relation to any use, export or transfer of information or Deliverables. The Seller agrees to promptly notify the Purchaser if any Deliverable under this Purchase Order is restricted by export control laws or regulations.
- d. On the basis that the Seller or its Affiliate might be deemed to be competitors in some product lines, or are actually or potentially supplying or purchasing competing products from the Purchaser's competitors, the Seller shall:
 - i. maintain strict controls on information exchanges to ensure compliance with competition laws, and to prevent the disclosure of Commercially Sensitive Information; and
 - ii. ensure that any employee or representative in receipt of Commercially Sensitive Information refrains from being involved in such Party's business which is or may be in competition with the other Party's business.

For the purposes of this clause 14, "**Commercially Sensitive Information**" means any information that may be deemed potentially competitively sensitive due to its nature under applicable competition laws. Competitively Sensitive Information will in any event include the following: (a) information, which is not publicly available, that is capable of affecting the strategic behaviour of a competitor as a buyer or seller on a market; (b) information concerning the terms of current or proposed agreements with suppliers and customers which is not publicly available; (c) current or future cost and price information, including: cost information, including formulas for determining costs or prices; prices (including list prices, pricing methodology, and customer prices, margins applied to prices, future prices or an intention to change prices and any element of prices such as discounts, rebates, surcharges, promotions etc.); pricing strategies; data that could be used to "reverse-engineer" such information; or profit or operating margins; (d) current or potential requests for quotes, and bids or bidding strategies; (e) competitive analyses, including market or customer analyses; (f) commercial strategies or plans including marketing plans both general or customer-specific; (g) non-public information regarding current or planned products or services, R&D, capacity and facility utilisation and changes; and (h) employee-specific compensation information.

- e. The Seller warrants and undertakes that it shall:
 - i. comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, including but not limited to the Foreign Corrupt Practices Act (FCPA) and UK Bribery Act (UKBA) ("**Anti-Bribery Laws**") or other applicable local laws;
 - ii. not directly or indirectly, offer, promise, authorise, or give bribes to any individual or entity, whether public or private, for or on behalf of the Purchaser, nor engage in activities that may appear to others to be bribery nor engage in any activity, practice or conduct which would constitute an offence under Anti-Bribery Laws;
 - iii. not do, or omit to do, any act that will cause the Purchaser to be in breach of Anti-Bribery Laws;
 - iv. promptly report to the Purchaser any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of these Conditions;
 - v. fully cooperate in any audit or investigation, including making employees available for interviews, in the event that the Purchaser requests such cooperation; and
 - vi. maintain its own anti-bribery policies and procedures including without limitation adequate procedures to ensure compliance with the Anti-Bribery Laws and shall provide a copy of such policies and procedures to the Purchaser on request, and shall enforce such policies and procedures where appropriate.
- f. The Parties do not anticipate sharing any personal data. However, in the unlikely event that any personal data is transferred, the Parties hereby warrant that they shall only process such data in accordance with the EU General Data Protection Regulation and any applicable local data protection law. In the event of the transfer of personal data other than on an exceptional basis i.e. on a regular basis, the Parties shall enter a Data Processing Agreement.
- g. The Seller warrants that it operates, and will continue to operate, in material compliance with all applicable laws, including in particular: modern slavery and human trafficking; trade sanctions; money laundering and tax evasion (including the failure to prevent the facilitation of tax evasion by a third party pursuant to the Criminal Finances Act 2017, Part 3, which applies to "associated persons"). The Seller shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the Purchaser. To the extent permitted by the applicable laws, regulations, statutes, instructions from a relevant regulatory authority, the Seller shall notify the Purchaser if it becomes aware of any actual or suspected non-compliance in connection with this section and will give the Purchaser reasonable assistance in connection with any actions or proceedings which may be initiated as a result of such breach.
- h. The Purchaser is committed to conducting business in accordance with the SEG Code of Conduct (see <https://global-sei.com/csr/coc/>). SEG has adopted a Supplier Code of Conduct ("**SCoC**"), and the Seller commits to comply with SEG's SCoC (see <https://sumitomoelectric.com/sustainability/csr/scoc/>). The Seller acknowledges that it has considered the SCoC and all business between the Parties shall be conducted in a manner consistent with the principles set out in the SCoC.

ETHICAL PRACTICES

- a. The Seller and its suppliers shall respect the fundamental human rights of all individuals and endeavour to make their workplace safe, sound and energetic. The use of forced labour or child labour, inhumane treatment or discrimination of workers or illegal employment of workers is not allowed. The employment conditions including wage and work environment as well as occupational health and safety standards must be compliant with laws and regulations in the countries and regions where the Seller and its suppliers are doing business.
 - b. If the Seller retains a third party to implement all or part of any Purchase Order, the Seller shall, by an appropriate method, supervise and ensure that such third party complies with clauses 14.e and 15.a.
 - c. Concerning payment and reimbursements, the Seller agrees that all requests for payment for Services will be accompanied by detailed invoices.
 - d. The Seller certifies and represents that:
 - i. neither it, nor any of its shareholders, employees, officers, or directors is an official or employee of a national, state, or local government or any agency or instrumentality thereof; an official of a political party, or a candidate for political office; and neither it nor its directors or officers has been convicted of or pleaded guilty to a criminal offense, including one involving fraud, corruption, or moral turpitude; that it is not now, to the best of its knowledge, the subject of any government investigation for such offenses; and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.
 - ii. If at any time, the Seller can no longer certify compliance with clause 15.d above, the Seller must immediately notify the Purchaser of the change in status, and the Purchaser will have the right to terminate all Purchase Orders entered into with the Seller.
 - e. In the event that the Seller's officers or employees fail to comply with clauses 14 and 15 or breach any of their warranties, the Seller shall immediately notify the Purchaser of the details and cooperate promptly and in the manner requested by the Purchaser.
 - g. In the event that the Seller breaches its obligations pursuant to clauses 14 and 15, the Purchaser may immediately terminate all Purchase Orders on giving written notice to the Seller, provided, however, that the Purchaser's entitlement to claim damages against the Seller as a result of such breach shall not be subject to any liability limits.
- #### TERMINATION
- a. Without prejudice to any rights and remedies, the Purchaser may at its convenience and irrespective of cause immediately terminate a Purchase Order and any agreement relating to the Deliverables in whole or in part by giving the Seller written notice, identified as a "**Notice of Termination**", whereupon all work on that Purchase Order will cease. The Purchaser will pay the Seller in full and final satisfaction of all claims arising out of such termination: the Price of all Deliverables which the Seller has justifiably produced and completed in accordance with: (i) such terminated Purchase Order or part of the Purchase Order; and (ii) these Conditions, and which the Purchaser has not paid for.
 - b. If the Seller fails to fulfil any of its obligations under these Conditions, the Purchaser may require the Seller to remedy such failure on written notice. If the Seller fails to remedy such failure within seven (7) days (or such shorter period as the Purchaser may specify in the notice depending on the nature of the failure) of the Purchaser's written notice, the Purchaser may (without prejudice to its other rights and remedies) issue a Notice of Termination and terminate the relevant Purchase Order or any agreement relating to the Deliverables in whole or part without incurring any liability.
 - c. The Purchaser may, without prejudice to its other rights and remedies, issue a Notice of Termination terminating all or any part of any Purchase Order or agreement with the Seller immediately upon written notice and without incurring liability, if the Seller: (i) fails to remedy a breach within the period specified in clause b; (ii) commits a material breach of these Conditions including any Purchase Order(s) or agreement(s) to which they relate, which shall include but not be limited to any breach of clauses 3, 14 or 14.d of these Conditions; (iii) makes a general arrangement with its creditors; (iv) ceases or threatens to cease to carry on its business or a substantial part of it; (v) is unable to pay its debts within the meaning of the applicable law as defined below; (vi) enters into liquidation whether compulsory or voluntary, except as a solvent company for the purposes of amalgamation or reconstruction; or (vii) has an administrator or administrative receiver of the whole or part of its assets appointed.
 - d. Termination shall be effected immediately upon the Purchaser issuing a Notice of Termination to the Seller.

ASSIGNMENT

- a. The Seller shall not assign or otherwise transfer any of its rights or obligations under these Conditions or any Purchase Order to any third Party. However, the Purchaser may assign or otherwise transfer any of its rights or obligations under these Conditions or any Purchase Order to any third party on written notice to the Seller.

FORCE MAJEURE

Any delay or failure of either Party to perform its obligations under these Conditions and any Purchase Order(s) to which they relate will be excused if, and solely to the extent that, such delay or failure is caused by an event or occurrence that is not reasonably foreseeable, is beyond the reasonable control of the affected Party, occurs without its fault or negligence and which cannot be reasonably avoided or overcome by the affected Party despite acting in accordance with best industry practice and using its best endeavours to do so. Such events or occurrences may include fires, floods, storms, explosions, riots, natural disasters, wars, sabotage, embargo, insurrection, requisition, extensive military mobilization ("**Force Majeure Event**") but for the avoidance of doubt, logistics cost increases, raw material shortages, supply chain issues and increased costs of such issues, strikes, lockouts or other industrial action or disputes specific to the Seller, its subcontractors or agents shall not be considered a Force Majeure Event. The affected Party shall give written notice to the other Party indicating the nature of the Force Majeure Event, its impact on performance (including but not limited to the duration of the delay or failure resulting from such Force Majeure Event) as soon as possible but in any event no later than five (5) days after the date the affected Party became aware or should have become aware (whichever is earlier) of the Force Majeure Event with such supporting evidence as the other Party may reasonably require ("**Force Majeure Notice**"). The issuance of a Force Majeure Notice within such five (5) day period shall be a condition precedent to the affected Party's entitlement to be relieved from performance due to a Force Majeure Event. No Force Majeure Event shall entitle the affected Party to additional costs or to any adjustments in the Price. If the delay resulting from the Force Majeure Event lasts more than thirty (30) days, the Purchaser may immediately terminate the Purchase Order without incurring liability. The Seller shall in any event use its best endeavours to mitigate the effects of any delay and shall only be excused from delays in performance to the extent it is unable to so mitigate such delays.

MISCELLANEOUS

- a. All notices given by either Party to the other Party under or in connection with these Conditions or the Purchase Order(s) to which they relate shall be in writing and addressed to the other Party at its registered office or principal place of business or its address stated on the Purchase Order. Either Party may vary its notice details on seven (7) days' written notice to the other Party.
- b. Any amendment to these Conditions and any Purchase Order(s) to which they relate shall be made in writing, signed by an authorised signatory of both Parties and expressly stated to amend the Conditions and/or the Purchase Order(s) (as applicable) and shall otherwise be invalid. The Purchaser reserves the right to vary matters relating to the performance of these Conditions and any Purchase Order(s) to which they relate, including without limitation changes to specifications, carriage requirements, quantities, packaging time, place and date of delivery, and to receive a reduction in Price for any costs saved by the Seller, and the benefit of any improvements to delivery schedule, as a result of such changes. If such changes result in an increase in the Seller's costs or adversely affect the time required for performance, an equitable adjustment shall be made to the Price and/or delivery schedule, subject to the Purchaser's prior written consent.
- c. If any provision of the Conditions, or any Purchase Order(s) to which they relate, becomes illegal, invalid or unenforceable in any jurisdiction in relation to any Party, that provision will not invalidate the remaining provisions or affect the legality, validity or enforceability of that or any other provision in any other jurisdiction.
- d. An entity which is not a party to these Conditions or the Purchase Order(s) to which they relate shall not have any right to enforce any term of these Conditions or such Purchase Order(s).
- e. These Conditions and any Purchase Order(s) to which they relate constitute the entire agreement and understanding between the Parties and supersede any previous arrangement, understanding or agreement between the Parties relating to their subject matter.
- f. Any failure by the Purchaser to enforce any of the terms of these Conditions or any Purchase Order(s) to which they relate shall not be construed as a waiver of its rights.
- g. The Purchaser operates an external hotline which enables its suppliers and staff to anonymously report compliance and other serious concerns or wrongdoing relevant to the business of the Purchaser and its Affiliates. Contact information for this hotline is available at the following link: <http://global-sei.com/company/compliance-hotlines.html>

GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

- a. These Conditions and any Purchase Order to which they relate (and all questions affecting their existence and validity) shall be governed and interpreted in accordance with the laws of England and Wales.
- b. In the event of a dispute between the Parties in relation to these Conditions or any Purchase Order to which they relate, the Parties shall use their best endeavours to settle such dispute amicably within thirty (30) days of such dispute being notified to the other Party in writing.
- c. Any dispute arising out of or in connection with these Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("**LCIA**") LCIA Rules ("**Rules**"), which Rules are deemed to be incorporated by reference into this clause.
 - i. The number of arbitrators shall be one.
 - ii. The seat, or legal place, of arbitration shall be London, United Kingdom.
 - iii. The language to be used in the arbitral proceedings shall be English.