

**ZENITEL TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES**

**Revision 1.1, 5<sup>th</sup> February 2024**

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These terms and conditions apply for all purchases of products and/or services by Zenitel NV, including its subsidiaries Zenitel Norway AS, Zenitel GB Limited and all its other subsidiaries ("Zenitel" or "Buyer") from Zenitel suppliers (the "Supplier"), unless otherwise explicitly stated in writing by Zenitel.

## 1. INTERPRETATION

Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in the capital of the country where the Buyer is registered are open for business.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 22.1.

**Contract:** the contract between the Buyer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

**Counterfeit Good(s):** a part that is a copy or substitute without legal right or authority to do so or one whose material, performance, or characteristics are knowingly misrepresented by a supplier at any level in the supply chain. Examples of Counterfeit Goods may include, but are not limited to: (i) parts which do not contain the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the ordered part, (ii) parts which have been used, refurbished or reclaimed, but represented as new product, (iii) parts which have a different package style or surface plating/finish than the ordered parts, (iv) parts which have not successfully completed the Original Equipment Manufacturer's (OEM) / Original Component Manufacturer's (OCM) full production and test flow, but are represented as completed product, (v) parts sold as up-screened parts, which have not successfully completed up-screening, or (vi) parts sold with modified labelling or markings intended to misrepresent the part's form, fit, function, grade or manufacturing date.

**Buyer Materials:** has the meaning set out in clause 5.3(i).

**Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy, as well as (ii) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Delivery Date:** the date specified in the Order or, if no such date is specified, then within 30 days of the date of the Order.

**Delivery Location :** the Buyer's premises or as otherwise stated in the Order.

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** any specification for the Goods, including any related plans and drawings, which is agreed in writing by the Buyer and the Supplier.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form or in the Buyer's written acceptance of the Supplier's quotation as the case may be.

**Party:** the Buyer or the Supplier individually referred to.

**Parties:** the Buyer and the Supplier collectively referred to.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification for Services agreed in writing by the Buyer and the Supplier.

## **2. BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.5 In the event of ambiguity or contradiction between these Conditions and the Order, the Order shall prevail over these Conditions.

## **3. SUPPLY OF GOODS**

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgment;
- (c) be free from defects in design, materials and workmanship and remain so for 24 months after Delivery Date; and

- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Buyer shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### **4. DELIVERY OF GOODS**

- 4.1 The Supplier shall ensure that:
  - (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
  - (b) the agreed mode of transportation is used (whether booked by Supplier or Buyer or whether paid for by Supplier or Buyer), if mode of transportation is not agreed, INCOTERMS DAP applies;
  - (c) the transportation route doesn't go via risk areas listed on the Joint Cargo Committee Global Cargo Watch List' (JCC GCWL): <https://watchlists.ihsmarkit.com/watchlists-viewer>
  - (d) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), the Country of Origin of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered and
  - (e) where requested by the Buyer, a Certificate of Conformity or Conformance shall be supplied to the Buyer; and
  - (f) if the Supplier requires the Buyer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
  - (a) on the Delivery Date;
  - (b) to the Delivery Location;
  - (c) during the Buyer's normal hours of business [on a Business Day], or as instructed by the Buyer.
- 4.3 The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to

deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 6.1.

- 4.4 Title and risk in the Goods shall pass to the Buyer upon payment or upon completion of delivery, whichever occurs first.

**5. SUPPLY OF SERVICES – SUSPENSION OF SERVICES**

- 5.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to the Buyer in accordance with the terms of the Contract.

- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Buyer.

- 5.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Buyer;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Supplier (**Buyer Materials**) in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation; and
- (j) not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.

- 5.4 The Buyer may instruct the Supplier to suspend the Services or parts thereof by written notification to Supplier and Supplier shall comply with such direction immediately or as directed. Supplier shall, without delay, inform Buyer of the effects the suspension will have on the performance of the Services. Supplier shall resume the Services immediately after notification by the Buyer.

- 5.5 During the suspension period, Supplier shall maintain, store and protect the Services and shall be entitled to compensation only for documented and necessary expenses in connection with demobilisation and mobilisation of personnel and for other substantiated costs reasonably incurred by the Supplier as a direct consequence of the suspension.
- 5.6 Supplier has no right to suspend performance except where ordered by Buyer or in the event of Force Majeure.

## **6. BUYER REMEDIES**

### Late Delivery

- 6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the Delivery Date, the Buyer shall, without limiting its other rights or remedies, have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
  - (c) to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
  - (d) where the Buyer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
  - (e) to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Goods are not delivered by the Delivery Date, the Buyer may, at its option, claim or deduct one per cent (1 %) of the total price of the Goods for each day's delay in delivery by way of liquidated damages, up to a maximum of thirty per cent (30 %) of the total price of the Goods.

### Defective Goods

- 6.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods:
- (a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
  - (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - (e) to recover from the Supplier any expenditure incurred by the Buyer in obtaining substitute goods from a third party; and
  - (f) to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

- 6.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5 The Buyer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

**7. BUYER'S OBLIGATIONS RE PROVISION OF SERVICES**

- 7.1 The Buyer shall:
- (a) provide the Supplier with reasonable access at reasonable times to the Buyer's premises for the purpose of providing the Services; and
  - (b) provide such information as the Supplier may reasonably request for the provision of the Services and the Buyer considers reasonably necessary for the purpose of providing the Services.

**8. CHARGES, PAYMENT, AND SECURITY FOR PRE-PAYMENTS**

- 8.1 The price for the Goods:
- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
  - (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Buyer. No extra charges shall be effective unless agreed in writing and signed by the Buyer.
- 8.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Buyer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 In respect of Goods, the Supplier shall invoice the Buyer on or at any time after Delivery Date. In respect of Services, the Supplier shall invoice the Buyer on completion of the Services. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, the Buyer shall pay the invoiced amounts within sixty (60) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier, unless stated otherwise in the Order.
- 8.5 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Buyer to inspect such records at all reasonable times on request.



8.7 The Buyer may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Buyer to the Supplier under the Contract.

**9. PUBLICITY**

9.1 Neither Party shall without the written consent of the other (the giving of which consent shall be at the sole discretion of that Party) advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract or use the other Party's name in any format for any promotion, publicity, marketing or advertising purpose.

**10. INDEMNITY**

10.1 The Supplier shall keep the Buyer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with:

- (a) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against the Buyer by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the Buyer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

10.2 For the duration of the Contract and for a period of five years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10.3 This clause shall survive termination of the Contract.

**11. CONFIDENTIALITY AND DATA PROTECTION**

11.1 Each party shall treat the Contract and any information it may have obtained or received in relation thereto or arising out of or in connection with the performance of the Contract or its negotiation or relating to the business or affairs of the other as private and confidential and neither party shall publish or disclose the same or any particulars thereof without the prior written consent of the other or as may be permitted under the later provision of this Clause.

11.2 The obligations expressed in Clause 11.1 above shall not apply to any information which:

- (a) is or subsequently comes into the public domain otherwise than by breach of this Clause

- (b) is already in the possession of the receiving party without an accompanying obligation of confidentiality
  - (c) is obtained from a third party who is free to divulge the same
  - (d) is independently and lawfully developed by the recipient or its sub-Contractor outside the scope of the Contract.
- 11.3 So far as it may be necessary for the performance of the Contract or for the operation and maintenance of the subject matter of the Contract each party may divulge any information to be kept confidential under this Clause to their employees, agents and sub-Contractors on a “need to know” basis but undertake that they will take all steps necessary to ensure compliance by such employees, agents, and sub-Contractors with the obligations as to confidentiality expressed in this Clause, including without limitation incorporating such clauses into their own contracts with such persons, and will be responsible to the other party for any failure by any employee, agent or sub-Contractor to comply with such obligations whether such employee, agent or sub-Contractor was aware of them or not.
- 11.4 Both Parties shall ensure that they, their employees, agents and sub-Contractors shall comply with all applicable requirements of the Data Protection Legislation.
- 11.5 On the conclusion or termination of the Contract both Parties shall cease to use all copies of confidential information obtained from the other except in so far as the law requires the information be retained in which event it shall be kept until such period is over and in any event kept strictly confidential under the provisions of this clause.
- 11.6 The obligations relating to confidentiality shall continue notwithstanding termination of the Contract until such time as the information is no longer confidential in nature.

## **12. TERMINATION**

- 12.1 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty-one (21) days of receipt of notice in writing of the breach;
  - (b) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts ;
  - (c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier ;
  - (e) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (b) to clause (d) (inclusive);
  - (f) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business.
- 12.2 Without limiting its other rights or remedies, the Buyer may terminate the Contract:
- (a) in respect of the supply of Services, by giving the Supplier thirty (30) days written notice; and

- (b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case the Buyer shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 12.3 In any of the circumstances in these Conditions in which the Buyer may terminate the Contract, where both Goods and Services are supplied, the Buyer may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

### **13. CONSEQUENCES OF TERMINATION**

- 13.1 On termination of the Contract or any part of it for any reason:
  - (a) where the Services are terminated, the Supplier shall immediately deliver to the Buyer all Deliverables, whether or not then complete, and return all Buyer Materials. If the Supplier fails to do so, then the Buyer may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
  - (b) the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
  - (c) any provisions of the Contract which expressly or by implication have effect after termination shall continue in full force and effect.

### **14. FORCE MAJEURE**

- 14.1 For the purpose of the Contract the term Force Majeure shall mean: war and other hostilities (whether war be declared or not), invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo, rebellion, revolution, insurrection, military or usurped power or civil war, riot, national strikes; commotion or disorder except where solely restricted to employees of the Supplier or its sub-Contractors or sub-suppliers; earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the Party claiming Force Majeure; a general industrial dispute not limited to the employees of the Supplier or the employees of any of its sub-Contractors or sub-suppliers.
- 14.2 If either Party considers that any circumstance of Force Majeure has occurred which may affect materially the performance of its obligations then he shall forthwith notify the other Party in writing to that effect giving full details of the circumstances giving rise to the Force Majeure event.
- 14.3 Neither Party shall be considered to be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations is prevented by any circumstance of Force Majeure which arises after the date of the Contract and which was not foreseeable at the date of the Contract.
- 14.4 If the performance of the obligations of either Party under the Contract is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period less than thirty (30) days then during that period the Contract shall be considered as suspended. Upon the ending of the Force Majeure event the Contractual obligations of the Parties shall be reinstated with such reasonable

modifications to take account of the consequences of the Force Majeure event as may be agreed between the Parties. Notwithstanding such suspension the Supplier shall use his best endeavours to assist the Buyer in the performance of the Contract.

- 14.5 If performance of the obligations of either Party under the Contract is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period in excess of thirty (30) days then the Party which is not suffering the event of Force Majeure shall be entitled, if it so wishes, to terminate the Contract by notice in writing to the other Party and, subject to Clause 14.6 shall not be liable to the other Party as a result of such termination.
- 14.6 If the Contract is so terminated then subject to the transfer to the Buyer of the benefit referred to in Clause 14.7 the Buyer shall pay to the Supplier such reasonable sum as may be agreed between the Parties in respect of costs incurred and commitments already entered into by the Contractor/Supplier at the date of the Force Majeure notice, less the amount of any payments already made to the Supplier at the date of the Force Majeure notice. If the amount of such advance payments made to the Supplier exceeds the sum due to the Supplier under this sub-Clause, then the Supplier shall repay the balance to the Buyer.
- 14.7 The Supplier shall transfer to the Buyer the benefit of all work done by him or his sub-Contractors and sub-suppliers in the performance of the Contract up to the date of the Force Majeure notice, and if applicable it shall include the rights in any licensed and developed software and licensed firmware so far as the rights in the same have accrued to the Buyer prior to the Force Majeure notice or will do so on the payment under sub-Clause 14.6 above.

**15. ASSIGNMENT AND SUBCONTRACTING:**

- 15.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Buyer.
- 15.2 The Buyer may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

**16. NOTICES:**

- 16.1 Any notice or other communication required to be given to a Party under or in connection with this Contract shall be in writing and in English and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office.
- 16.2 This clause shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

**17. WAIVER AND CUMULATIVE REMEDIES:**

- 17.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its

further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 17.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**18. SEVERANCE:**

18.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**19. NO PARTNERSHIP:**

19.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any party the agent of another party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

**20. THIRD PARTIES:**

20.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

**21. ENTIRE AGREEMENT:**

21.1 The Contract constitutes the entire agreement between the Parties concerning its subject matter, and supersedes any previous accord, understanding or agreement, express or implied. Each Party confirms that it has not relied upon any representation not recorded in the Contract inducing it to enter into the Contract.

**22. VARIATION:**

22.1 Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing.

**23. ACCESS TO SUPPLIER'S FACILITIES:**

23.1 The Supplier shall allow the Buyer, the Buyer's customer and any relevant regulatory authorities to have access at all reasonable times to the Supplier's premises and all other facilities involved in fulfilling an Order, for the purpose of checking procedures, practices, processes, associated documents and records related to quality assurance, quality control, health and safety and configuration control and determining and verifying the quality of the Supplier's work, records and material. The Supplier will notify the Buyer of any change in the location of the Supplier's premises or other facilities involved in fulfilling Orders.

**24. COUNTERFEIT GOODS PREVENTION**

- 24.1 The Supplier represents and warrants to the Buyer that Counterfeit Goods are not contained in any Goods delivered to the Buyer through the implementation by the Supplier of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Goods.
- 24.2 The Supplier shall purchase parts directly from the Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM), or from a distributor authorised or franchised by the OCM or OEM (an "Authorised Supplier") and will not obtain any parts from any independent distributor, non-franchised distributor or broker. A certificate of conformance shall accompany each shipment of Goods delivered, along with OCM/OEM documentation that authenticates traceability of the components to that applicable OCM/OEM. If an original OEM/OCM certificate is not available, the Supplier shall provide a De-lid and Die Verification Report for the supplied parts verifying authenticity of the parts and such other documentation, testing and/or other information as the Buyer shall reasonably request. The submission of such additional items shall not relieve the Supplier of any other of its obligations hereunder.
- 24.3 In the event that the Supplier becomes aware or suspects that it has supplied furnished Counterfeit Goods, it shall immediately notify the Buyer. When requested by the Buyer to do so, the Supplier shall provide (if available) documentation that authenticates traceability of the parts to the applicable Authorised Supplier.
- 24.4 In the event that Goods delivered under an Order are, or include, Counterfeit Goods, the Supplier shall at the Supplier's sole expense promptly investigate, analyse and report in writing to the Buyer whether such Counterfeit Goods should be replaced with genuine parts conforming to the requirements of the Order, or whether an alternative solution is recommended to meet the Order requirements. The parties shall then use all reasonable endeavours to agree upon the appropriate course of action.
- 24.5 The Supplier shall include this clause or reasonably equivalent provisions in all subcontracts for the supply to it of Goods that will be supplied to or included in Goods supplied to the Buyer.

**25. PARTS OBSOLESCENCE:**

- 25.1 The Supplier will not supply any hardware item or material to be provided in performance of an Order which is obsolete, is marked for impending obsolescence, or has an established end of production date, without the prior approval in writing of the Buyer. When seeking such approval the Supplier shall include all relevant information with respect thereto, which shall include, but not be limited to:
- (a) complete details of which parts are affected, including rated Mean Time Between Failure (MTBF), where available;
  - (b) date of obsolescence;
  - (c) end of production date;
  - (d) reason for obsolescence;
  - (e) pricing and availability of last-time buy;
  - (f) supportability terms (repair and warranty) for last-time buy; and

- (g) the Supplier's recommendation for replacement hardware inclusive of known impacts to performance, pricing, availability, and lead time.

**26. HEALTH, SAFETY, SECURITY AND ENVIRONMENTAL PROVISIONS**

- 26.1 The Supplier shall at all times perform its obligations under the Contract in a safe and responsible manner and shall observe and comply with all applicable laws, rules, regulations and industry standards and all relevant safety requirements of the Buyer of which the Buyer has given notice to the Supplier.
- 26.2 If the Supplier is required to provide Services at the Buyer's premises, the Supplier shall comply with the Buyer's Health, Safety and Environmental Policy, Regulations and Procedures ("HSSE Regulations") applicable at those Premises. It is the responsibility of the Supplier to ensure that it has a copy of the up to date version of the HSSE Regulations.
- 26.3 The Supplier shall procure that all its personnel comply with the Buyer's security regulations and such directions as may be issued by the Buyer's authorised personnel when working at the Buyer's Premises.
- 26.4 The Supplier shall supply a statement of its own safe working practices and shall provide evidence as required of the competence and training of all persons employed or engaged by the Supplier in connection with the Contract.
- 26.5 Supplier shall pay attention to safety during the manufacture of the Goods and the redarning of the Services in order to avoid loss or harm to any person, property or environment. Supplier shall have a documented, implemented and auditable health, safety, security and environment (hsse) management system for the work to be performed according to applicable laws and regulations where the work is performed. Supplier's HSSE management system shall have a level of standard that is no less stringent than and in strict compliance with Buyer's HSSE policy. Buyer shall have the right to perform quality audits of the Supplier's HSSE management system. Supplier shall immediately and not later than within twenty four (24) hours, notify Buyer of any fatal or severe safety incidents occurring and directly related to the manufacture of the Goods and/or performance of the Services.

**27. CORPORATE SOCIAL RESPONSIBILITY AND FAIR COMPETITION**

- 27.1 Each Party shall uphold the highest standards of business ethics and corporate code of conduct in the performance of the Contract. Furthermore, each Party by entering into the Contract confirms that it will act in compliance with applicable labour standards, antidiscrimination rights and fundamental human rights norms as described in the Universal Declaration of Human Right.
- 27.2 Each Party agrees that they will not, directly or indirectly take part in any action that constitutes bribery, corruption or trading in influence pursuant to laws and regulations applicable to the Contract or the Buyer group or Supplier group. Supplier warrants and represents that, in connection with the Goods and/or Services it has not made or offered and will not make or offer any payment, gift, promise or other advantage or anything of value, whether directly or through intermediaries, to or for the use of any public official, where such payment, gift, promise or advantage would violate the applicable laws and regulations.
- 27.3 Each Party agrees to act in a fair and ethically justifiable manner in accordance with applicable competition rules.

**28. GOVERNING LAW AND JURISDICTION:**

- 28.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of the registered seat of the Buyer, and the parties irrevocably submit to the exclusive jurisdiction of the courts of the country of the registered seat of the buyer.