

General Terms and Conditions of Purchase ("GTCP") of Mitsubishi Chemical Group Corporation (EMEA) (REF: GTCP-EMEALEG-07-25-v1)

1. Definitions and interpretations

The following definitions and rules of interpretation apply in these conditions.

1.1. Definitions:

Affiliate(s): any corporation, company or other entity, which directly or indirectly controls or is controlled by or is under common control with a Party hereto (control means at least fifty (50) percent of the controlled entity's shares or ownership interest representing the right to make decision for such entity are owned or controlled, directly or indirectly, by the controlling entity)

ATC: if applicable, any Additional Terms and Conditions as defined within the Purchase Agreement or if there is no Purchase Agreement as agreed in the Purchase Order, contained in Part B of these conditions, or as provided by the Customer to the Supplier in writing.

Business Day: any day, other than a Saturday or a Sunday, on which banks in the entire country of applicable jurisdiction are open for business to the public.

Contract: the agreement between the Parties comprising these GTCP, the Purchase Order and, if applicable, the Purchase Agreement, any Special Conditions and the ATC.

Customer: as defined in Schedule 1 of the Purchase Agreement or if there is no Purchase Agreement as agreed in the Purchase Order.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

Deliverables: all documents, information, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Works in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, internet and online media, audio, data, specifications and reports (including drafts).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invoice Effective Date: the later of (a) the receipt of a valid invoice; and all required supporting information; and (b) delivery of the Works in accordance with the terms of the Contract.

Parties: refers to the Customer and the Supplier collectively and each individually a "Party".

Purchase Agreement: a written contract entered into between the Parties labelled as a "purchase agreement" in relation to the Works.

Purchase Order: as defined in the Purchase Agreement or if there is no Purchase Agreement the Purchase Order agreed between the Parties specifying details of the Works.

Products: as defined in the Purchase Agreement, or if there is no Purchase Agreement all goods specified in writing to be sold by the Supplier to the Customer.

Services: as defined in the Purchase Agreement or if there is no Purchase Agreement all services specified in writing to be supplied by the Supplier to the Customer.

Specification: the specification for the Products and/or Services as defined in the Purchase Agreement or if there is no Purchase Agreement as agreed in the Purchase Order.

Special Conditions: the special conditions agreed between the Parties as contained within the Purchase Agreement, if applicable.

Supplier: as defined in Schedule 1 of the Purchase Agreement or if there is no Purchase Agreement as agreed in the Purchase Order.

Term: as defined in Schedule 1 of the Purchase Agreement or if there is no Purchase Agreement as agreed in the Purchase Order.

Works: the supply of Products and/or performance of the Services.

1.2. Interpretation:

1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4. Any words following the terms including "include", "in particular", "for example", or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5. A reference to writing or written excludes fax but includes email unless specifically stated otherwise.

2. General provisions; scope of application

2.1 These GTCP shall apply to all sales of Products and/or Services by the Supplier to the Customer to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, performance or payment.

2.2 All amendments to and supplements to the Contract (or any part of it) shall be valid only if made in writing (not including email) and signed by the Parties;

2.3 All parts of the Contracts shall apply to the supply of both Products and Services except where the application to one or the other is otherwise specified.

2.4 In the event of a conflict or inconsistency, the following order of precedence shall apply: first (a) any Purchase Agreement (if applicable) (b) the Schedules to any Purchas Agreement, in order of precedence according to their number (for the avoidance of doubt, Schedule 1 being first in the order of precedence, Schedule 2 being second in the order of precedence and so on); followed by (c) if there is no Purchase Agreement the GTCP and (d) any applicable individual Purchase Order. Where Schedules contain multiple parts or appendices the order of priority shall be as specified in these Schedules and if not specified in the order they appear.

2.5 Appendix A to these GTCP shall apply where German is the applicable law.

2.6 Appendix B to these GTCP shall apply where French is the applicable law.

2.7 Appendix C to these GTCP shall apply where Italian is the applicable law.

3. Offer and Purchase Order

3.1 The Purchase Order constitutes an offer by the Customer to purchase the Products and/or Services from the Supplier in accordance with these GTCP.

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

3.2.1 the Supplier issuing written acceptance of the Purchase Order.

3.2.2 any act by the Supplier consistent with fulfilling the Purchase Order; or

3.2.3 within two (2) Business Days of the Purchase Order.

3.3 The Customer shall be entitled to revoke any Purchase Order in full or in part at any time prior to acceptance.

4. Prices; terms and conditions of payment

4.1 Unless agreed otherwise in writing, the prices agreed shall constitute fixed prices exclusive of VAT.

4.2 The prices for Products shall include storage, handling, packaging, labelling, freight, insurance and transport to the receiving point specified by the Customer, and all other expenses and charges of the Supplier, and no surcharges, premiums or other additional charges of any type shall be added without the Customer's express prior written consent.

4.3 The prices for the Services shall be set out in the Purchase 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 Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

4.4 Payments are made in accordance with clause 4.5 below and subject to: (a) delivery of the Works; and (b) and the receipt by the Customer of all required documentation, in each case in accordance with the Contract.

4.5 Payment shall be made within the number of days stated in the Purchase Agreement or if there is no Purchase Agreement two (2) days after the end of the month which falls 60 days after the Invoice Effective Date.

4.6 The Customer may at any time, without notice to the Supplier, to the maximum extent permitted by applicable law, set-off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set-off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

4.7 A valid invoice shall be factually correct, state the relevant purchase order number and include details of any applicable VAT charged and be accompanied by such supporting information as the Customer requires to verify the accuracy of the invoice.

4.8 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 Customer to inspect such records at all reasonable times on request.

4.9 If the Customer fails to make any payment due under the Contract by the due date for payment, then subject to clause 4.10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest under this clause will accrue daily at the rate specified in the Purchase Agreement, or, if not specified, at 2% a year above the European Central Bank base rate from time to time.

4.10 Where a payment is disputed in good faith, interest is only payable after the dispute is resolved on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.

5. Delivery of the Products

5.1 The Supplier shall for the Term provide the Products to the Customer in accordance with the terms of the Contract.

5.2 Delivery of any Products shall be DDP (ICC Incoterms 2020) at the place and times specified in the Purchase Agreement (or if not specified in the Purchase Agreement or Purchase Order, as may be notified to the Supplier by the Customer in writing) or such other incoterm as specified in the Purchase Agreement or Purchase Order.

5.3 Delivery dates and quantities of the Products specified shall be binding and of the essence of the Contract. The Customer is to be informed without delay in writing of all circumstances which render the observance of the delivery dates and quantities stipulated in the Purchase Order impossible

and the likely duration of the delay; such notice is without prejudice to the Supplier's continuing obligation to meet the required delivery times and quantities.

5.4 The Supplier shall be obligated to provide information regarding the state of the production upon the request of the Customer or its agent.

5.5 The Supplier shall ensure that:

5.5.1 the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition;

5.5.2 the delivery note and packing slip are to be enclosed in the delivery packaging. The order number and information regarding the unloading point prescribed by the Customer are to be indicated in full in all dispatch notices, delivery notes, packing slips, consignment notes, invoices and on the outside of all packages. All shipments that cannot be accepted due to the non-observance of these provisions shall be stored at the expense and risk of the Supplier; and

5.5.3 it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Products to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

5.6 The Supplier shall package, label and ship hazardous products according to the applicable national and international laws and regulations.

5.7 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 Products.

5.8 The Supplier shall comply with all applicable obligations pursuant to Article 3 (32) of Regulation (EC) No. 1907/2006/EC ("**REACH**") with respect to the delivery of goods. The Supplier shall in particular provide the Customer with a safety data sheet according to Article 31 REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) REACH. The Supplier guarantees that all materials contained in the goods have been validly pre-registered, registered (or exempt from the obligation to register) and – if relevant – authorized in accordance with the applicable requirements of REACH for the uses disclosed by the Customer.

If the goods classified as an article according to Article 7 REACH the preceding subsection shall also apply to substances released from such goods. In addition, the Supplier shall forthwith notify the Customer if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfills the criteria of Articles 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.

5.9 The Supplier shall not deliver the Products in instalments without the Customer's prior written agreement. Where it is agreed that the Products are to be delivered by instalments, they may be invoiced and paid for separately pursuant to the provisions of the Contract.

5.10 However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in the Contract.

6. Supply of Services

6.1 The Supplier shall for the Term supply the Services to the Customer in accordance with the terms of the Contract.

6.2 The Supplier shall meet any performance dates for the Services specified in the Contract or such performance dates that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.

6.3 In providing the Services, the Supplier shall:

6.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

6.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

6.3.3 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 the Contract;

6.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;

6.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

6.3.6 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 Customer, will be free from defects in workmanship, installation and design;

6.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

6.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;

6.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;

6.3.10 not do or omit to do anything which may cause the Customer 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 Customer may rely or act on the Services; and

6.3.11 comply with any additional obligations as set out in the Specification.

7. Transfer of risk and of ownership

7.1 Unless otherwise agreed in writing by the Customer, the risk of loss and deterioration of Products shall pass to the Customer in accordance with DDP (delivered duty paid; INCOTERMS 2020). Ownership of the goods transfers to the Customer upon delivery. If the Parties have agreed a delivery inclusive of installation / assembly / service, the risk of loss or damage shall pass to the Customer after the installation / assembly / service has been duly completed in accordance with the Contract and following the handover of the Products.

8. Inspection, defects, liability and indemnity

8.1 The Supplier shall be entitled to inspect and test at any time (including prior to delivery), all Products and/or to inspect and test at any time (including prior to their performance) all Services to ensure that they comply with the Purchase Order including the Specification.

8.2 The Customer or its agent shall for any purpose upon notice be entitled to inspect and carry out an audit of any of the Supplier's (or its contractor's) facilities during normal business hours and the Supplier shall fully cooperate with such inspection and audit.

8.3 The Supplier shall remain fully responsible for the Works despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

8.4 If following such inspection or testing the Customer considers that the Works do not comply or are unlikely to comply with the Supplier's obligations under the Contract, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

8.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

8.6 Should inspections and/or tests indicate that the Works might not satisfy any one of the requirements under the Contract, the Customer may reject at its discretion all or part of the Works at any time before or after delivery of the Products and/or performance of the Services.

8.7 In the event that the Customer rejects all or part of the Works, the Supplier shall provide replacement Works at the Supplier's sole expense as soon as possible without entitlement to any increase in price or any compensation.

8.8 In the event of a partial rejection, the Customer will be entitled to defer payments to the Supplier until the Purchase Order is completed in full.

8.9 In the event that payments have already been made by the Customer for Works that have been rejected, the Supplier will reimburse the Customer within fourteen days of notification of rejection.

8.10 Rejected Products and Deliverables which have already been supplied will be collected by the Supplier as soon as possible and in any event within 14 days, at the Supplier's own expense and risk. Any transport or storage costs incurred by the Customer for said merchandise will be reimbursed by the Supplier within fourteen days of notification of such costs by the Customer to the Supplier.

8.11 Nothing in the Contract will affect the Customer's statutory rights or legal obligations of the Parties.

8.12 If the Supplier: (a) fails to deliver the Products by the applicable date; (b) fails to perform the Services by the applicable date; (c) has delivered Products that do not comply with the Contract; or (d) has provided Services which do not comply with the Contract, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more (at its sole and absolute discretion) of the following rights and remedies:

8.12.1 terminate the Contract with immediate effect by giving written notice to the Supplier;

8.12.2 refuse to accept any subsequent performance of the Services or delivery of the Products which the Supplier attempts to make;

8.12.3 reject the Products and/or Services in whole or in part;

8.12.4 require the Supplier to repair or replace the rejected Products, or to provide a full refund of the price of the rejected Products (if paid);

8.12.5 recover from the Supplier any costs and/or expenditure incurred by the Customer in obtaining substitute goods, services or deliverables from a third party;

8.12.6 require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or for Products that it has not delivered;

8.12.7 return the Products and/or the Deliverables to the Supplier at the Supplier's own risk and expense;

8.12.8 require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid); and

8.12.9 claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates or supply the Products and/or Services in accordance with the Contract.

8.13 These GTCP shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

8.14 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

8.15 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

- 8.15.1 any claim made against the Customer 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 Products, or receipt, use or supply of the Services (excluding the Customer Materials);
- 8.15.2 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, the Products (including any defects in the Products), as delivered, or the Deliverables or the Services; and
- 8.15.3 any claim made against the Customer by a third party arising out of or in connection with the Products (including any defects in the Products), as delivered, or the Deliverables or the 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.
- 8.16 This clause 8 shall survive termination of the Contract.

9. Insurance

- 9.1 During the term of the Contract and for a period of ten (10) years afterwards, 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 produce to the Customer on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. Compliance with laws, policies, export control and hazardous material

- 10.1 In performing its obligations under the Contract the Supplier shall:
- 10.1.1 comply with all applicable law;
 - 10.1.2 ensure that the Works comply with applicable law; and
 - 10.1.3 comply with any policies or procedures provided by the Customer to the Supplier from time to time.
- 10.2 The Supplier must provide correct and up-to date information on export control status and, if applicable chemical status for all applicable laws for the Works.

11. Quality management system

- 11.1 The Supplier shall maintain an appropriate quality management system and related documented procedures, to a standard specified by the Customer. This system must ensure that the Works comply with (a) applicable statutory and legal requirements; (b) the applicable warranties; (c) applicable industry practices; and (d) standards and any other requirements specified in the Contract.

12. Rights to documents; Secrecy

- 12.1 The Customer hereby reserves the title and copyright to designs, internal standards or guidelines of the Customer, analysis methods, formulas, models, calculations and other documents and information sent to the Supplier occasionally or within the framework of the performance of the Contract or the development of the contractual relation or of which the Supplier otherwise becomes aware.
- 12.2 Without prejudice to the Supplier's obligations contained in any confidentiality agreement or non-disclosure agreement entered into by the Supplier, the Supplier shall treat all documents and information received by the Customer as well as all other technical and business information entrusted in it during the Term and thereafter as strictly confidential, only use such documents and information for the purpose of the respective agreement and also impose corresponding obligations on its employees on a need-to-know basis.
- 12.3 The Supplier shall return all designs, standards, guidelines, analysis methods, formulas, figures, patterns, calculations and other documents and information sent to the Supplier and any copies thereof to the Customer without delay after the Purchase Order has been performed or at any time upon request by the Customer.
- 12.4 The obligations at clause 12.2 and 12.3 above shall not apply to that information to the extent which the Supplier was already aware or which are state of the art generally accessible by the public or which becomes such without the fault of the Supplier, which was legitimately obtained by the Supplier from other legitimated third parties or was produced by the Supplier within the framework of its own, independent development.
- 12.5 The Supplier must provide the Customer all documents and information necessary for the discussion of the Works. Such discussions or other participation of the Customer shall be in the Supplier's scope of responsibility and shall not release the Supplier from any warranty or other obligations. The Customer is to be provided with documents and information of any type necessary for the use, setup, installation, processing, storage, operation, servicing, inspection, maintenance and repair of the item delivered in good time without being requested to do so and free of charge.

13. Data Protection

- 13.1 The Supplier must comply with all relevant data protection laws and regulations. The Supplier shall inform its employees of the applicable data protection laws and policies. At the Customer's request, the Supplier must provide the Customer with the relevant statements of compliance and/or access to verify compliance with data protection laws.
- 13.2 In case the Supplier, in the course of the performance of its obligations, receives from the Customer or otherwise obtains personal data related to employees of the Customer (hereinafter referred to as "**Personal Data**") the following provisions shall apply. If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of the Customer, the Supplier shall only be entitled to process Personal Data for the performance of the respective contract. The Supplier shall not, except as permitted by applicable laws, otherwise process Personal Data, and in particular shall not disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile.

- 13.3 If and to the extent permitted by applicable laws, the Supplier is entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective contract. The Supplier shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to know-principle).

- 13.4 The Supplier shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, the Supplier shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data. The Supplier will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of the Supplier with regards to Personal Data shall be excluded.

- 13.5 In addition to its statutory obligations, the Supplier shall inform the Customer in case of a Personal Data breach, in particular in case of loss, without undue delay, and in any event, not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract the Supplier shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

- 13.6 Each party is responsible for Personal Data for which it is considered data controller. In case that personal data is being processed by one party as data processor for which the other party is the data controller, the Parties will enter into a data processing agreement provided for by the Customer for this purpose as mandatory under the relevant data protection regulations.

14. Rights to manufacturing equipment and deliverables

- 14.1 Molds, models, tools, film or other similar items produced by the Supplier for the performance of the Purchase Order ("**MMTF**") shall be transferred to the ownership of the Customer upon their payment, even if such items remain in the possession of the Supplier. The Parties hereby agree that the Supplier shall possess MMTFs on behalf of the Customer in the form of a free of charge loan from the Customer. The Customer may request the surrender of such items at any time. Retention rights of the Supplier are excluded unless such claims are asserted due to finally adjudged counterclaims or agreed in writing by the Customer. The Supplier shall be obligated to use the MMTFs exclusively for the manufacturing of the Products ordered by the Customer. The Supplier shall be obligated to insure the MMTFs against damage due to fire, water and theft at its own cost at the replacement value. At the same time, the Supplier hereby assigns all compensation claims from these insurance policies to the Customer in advance and the Customer hereby accepts such assignment. The Supplier shall be obligated to perform any necessary servicing and inspection work as well as any maintenance and repair to the MMTFs at its own expense in good time and to document this for each MMTF item in a separate manual.

- 14.2 The Supplier shall grant the Customer fully paid-up, worldwide, non-exclusive, royalty-free, irrevocable, perpetual and freely transferable rights of use free from any restrictions as to area, the Deliverables. The Deliverables may have either been prepared by the Supplier itself or by third parties.

- 14.3 The Customer has the right in particular to exploit, duplicate and distribute such Deliverables wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. The Customer also has the right to grant third parties the same complete rights to use such Deliverables wholly or in part inclusive of any intermediate changes and/or revisions.

- 14.4 The Supplier shall grant the Customer the right of use for Deliverables as provided for at Clauses 14.2 and 14.3 including for all types of use whatsoever whether or not known at the time of Contract award. The applicable legal regulations shall apply in this regard.

- 14.5 In acquiring licenses and Deliverables from intellectual services, especially studies, specifications, user requirement and functional design specifications, specific developments in and customization of software, the Customer has the absolute and irrevocable right to use all such Deliverables at the Customer's premises and at the premises of all of its affiliated companies.

15. Onsite services

- 15.1 In the event that any Services or other work are performed by the Supplier at the Customer's premises, the Customer's safety and administration regulations for external companies shall apply. In the event the Customer does not hand out such regulations prior to the commencement of the Services or other work, the Supplier must request these from the Customer's work safety department. The Customer shall bear no risk for the Customer's property used by the Supplier or its employees, agents, contractors or representatives.

16. Intellectual property rights

- 16.1 The Supplier hereby guarantees that no patents, copyrights, trademark rights or any other third-party proprietary rights are infringed or competition claims of third parties are justified upon in connection with its deliveries or performances. In the event any claim for recourse is nevertheless taken against the Customer by a third party for compensation due to an infringement of any such third party rights, the Supplier shall be obligated to release the Customer and its sublicensees or customers from such claims upon first written demand by the Customer and to reimburse the Customer and its sublicensees or customers for any expenses or damage incurred in the fulfillment of the claims which can only be fulfilled by the Customer. The Supplier will, at the Supplier's cost, amend the items of its delivery or performance in a way that future infringements of third-party rights or competition claims are excluded or the Supplier will provide the Customer with an appropriate license without any additional costs to be incurred for the Customer.

16.2 The Customer shall not be entitled to conclude any agreements with the third party to resolve its claims due to the infringement of third party rights without the approval of the Supplier; in particular, the Customer may not reach a settlement without such Supplier's approval. The Supplier's duty to release the Customer shall refer to all expenses necessarily incurred by the Customer or a sublicense from or in connection with a third party's assertion against the Customer.

16.3 All Intellectual Property Rights in or arising out of or in connection with the Works, including but not limited to the Deliverables shall be owned by the Customer.

16.4 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual, irrevocable and freely transferable licence to use, copy or modify any rights necessary for the purpose of receiving and using the Products, Services and the Deliverables.

16.5 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the Term for the purpose of providing the Products and Services to the Customer.

16.6 The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

17. Subcontractors

17.1 Subcontractors may not be employed or replaced by the Supplier, unless agreed in writing by the Customer. If the Supplier intends to use subcontractors to perform the Contract, the Supplier must inform the Customer in writing prior to entering into a contract with the subcontractor and obtain the Customer's prior written approval. The Supplier shall be responsible for the performance of the contract by its subcontractors vis-à-vis the Customer.

18. Termination and consequences of termination

18.1 Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:

18.1.1 the other Party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

18.1.2 the other Party takes any step or action in connection with it entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

18.1.3 the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

18.1.4 the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

18.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract:

18.2.1 with immediate effect by giving written notice to the Supplier if:

18.2.1.1 there is a change of control of the Supplier; or

18.2.1.2 the Supplier commits a breach of clause 10.1.

18.2.2 for convenience by giving the Supplier 30 days' written notice.

18.3 Any termination notice must be made in writing.

18.4 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Products and Deliverables whether or not then complete and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until the Products and Deliverables 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 the Contract.

18.5 Termination or expiry of the Term shall not affect the Parties' rights and remedies that have accrued as at termination or expiry of the Term, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry of the Term.

18.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Term shall remain in full force and effect.

19. Business Partner Code of Conduct

19.1 The Supplier has the duty within the scope of its entrepreneurial responsibility to ensure that the applicable laws and regulations are fulfilled in the manufacture of products and the provision of services. In addition, the Supplier will comply with principles of responsible corporate governance.

19.2 In particular, the Supplier will not participate in any form of bribery, whether active or passive, direct or indirect. The Supplier shall comply with all fundamental applicable standards of occupational health, safety, labor, and human rights, including not tolerating child labor or the violation of the fundamental rights of employees. The Supplier shall take responsibility for the occupational safety and health of employees. Environmental resources are to be managed carefully and responsibly. The Supplier shall comply with fundamental environmental protection standards and endeavor to use energy saving, efficient production processes and environmentally sound materials. It shall demand and support as best as possible that its suppliers fulfill these principles as well.

19.3 The Supplier is obliged to comply with the standards and requirements of

the Customer's Business Partner Code of Conduct and shall demand and support as best as possible that its suppliers fulfill these principles as well as its suppliers complying with human rights and environmental due diligence obligations in order to avoid or minimise human rights or environmental risks or to end the violation of human rights or environmental obligations.

20. Severability clause

20.1 If any term or condition of this Contract is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Contract and the validity and enforceability of the remainder of this Contract shall not be affected or impaired thereby. If any term or condition of this Contract is found to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, but would not be so if some part or parts of it were deleted, the term or condition shall apply with such minimal modifications as may be necessary to give effect to the original intent of the Customer and the Supplier and to make the provision enforceable.

21. Applicable law and jurisdiction

21.1 Without prejudice to each Party's obligation to comply with local laws and all applicable laws, all issues, questions and disputes concerning the validity, interpretation, enforceability, execution, and termination relating to the Contract or issues regarding the Works shall be governed by the law as specified in the Purchase Agreement or if there is no Purchase Agreement: (i) the laws of England if the registered office of the Customer is in the United Kingdom or Ireland; (ii) the laws of France if the registered office of the Customer is in France; (iii) the laws of Italy if the registered office of the Customer is in Italy; (iv) the laws of Switzerland if the registered office of the Customer is in Switzerland; (v) the laws of the Netherlands if the registered office of the Customer is in the Netherlands or (vi) the laws of Germany in all other circumstances.

21.2 Such law is applicable with the exclusion of any other choice of law or whatever other local, foreign or international rules of conflict that would make another system of law or jurisdiction applicable. Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

21.3 Where the applicable law is England, the courts of England and Wales shall have exclusive jurisdiction and venue. Where the applicable law is France, the courts of La Roche Sur Yon shall have exclusive jurisdiction and venue. Where the applicable law is Italy, the courts of Modena shall have exclusive jurisdiction and venue. Where the applicable law is Swiss the courts of Zurich shall have exclusive jurisdiction and venue. Where the applicable law is Dutch the courts of Almelo shall have exclusive jurisdiction and venue. Where the applicable law is German the courts of Frankfurt am Main shall have exclusive jurisdiction and venue.

22. Language

22.1 Where this Contract or any part of it including but not limited to these GCTP is provided in a language other than English, this is provided for convenience purposes only and in the event of any conflict or ambiguity, the English version shall prevail.

23. Notices

23.1 All notices to a Party shall be in English and in writing, sent to the address as specified in the Purchase Agreement or if not specified to the registered office of that Party by registered mail or to such other address as the receiving Party shall designate in writing from time to time. Such notice shall be deemed to be delivered on the date of delivery. Notification of the change of address shall only become effective on the date following five (5) Business Days after service of notice (or, if later, on the date specified in the notice).

Appendix A

Where the applicable law is German the terms contained in this Appendix A shall apply in priority:

1. Scope of application; order of precedence

1.1 These Additional Terms and Conditions for Purchase shall apply to all sales of Products and/or Services if the Purchase Agreement is governed by the German law and shall prevail over the GTCP. All GTCP not expressly mentioned herein shall remain unaffected.

1.2 All capitalized terms used herein without definition shall have the meanings assigned to them in the GTCP.

2. Inspection, defects, liability and indemnity

2.1 Clause 8.3 of GTCP shall be replaced by the following:

The Customer may inspect and test the Products at any time before delivery. The Supplier shall remain fully responsible for the Products despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. In connection with the obligation of the Customer to inspect the delivered goods in accordance with sec. 377 of the German Commercial Code (HGB), this obligation shall be limited to a minimum inspection of obvious defects or defects which are easily recognizable in normal use. As far as a defect can only be determined upon initial use, the scope of the inspection obligation is initially limited to recognizable external defects.

2.2 Clause 8.8. of GTCP shall be replaced by the following:

In the event of a partial rejection, the Customer will be entitled to defer that portion of payments to the Supplier which correspond to the rejected goods or services.

2.3 Clause 8.12 of GTCP shall be replaced by the following:

If the Supplier: (a) fails to deliver the Products by the applicable date; (b) fails to perform the Services by the applicable date; (c) has delivered Products that do not comply with the Contract; or (d) has provided Services which do not comply with the Contract, the Customer shall have the right to demand rectification of such defects according to applicable law at the Supplier's expense and Supplier shall execute rectification in accordance with the Customer's reasonable instructions and requirements. If (i) rectification does

not take place within an appropriate period of time, (ii) rectification has failed, or (iii) it is not necessary to fix a grace period for rectification, for instance because there is a danger of unreasonably high damages, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more (at its discretion) of the following rights and remedies:

- 2.3.1 terminate the Contract with immediate effect by giving written notice to the Supplier;
- 2.3.2 refuse to accept any further subsequent performance of the Services or delivery of the Products which the Supplier attempts to make;
- 2.3.3 reject the Products and/or Services in whole or in part;
- 2.3.4 require a full refund of the price of the rejected Products (if paid);
- 2.3.5 require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Products that it has not delivered;
- 2.3.6 remedy the defects itself or by third parties at the cost and liability of the Supplier and recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods, services or deliverables from a third party;
- 2.3.7 return the Deliverables to the Supplier at the Supplier's own risk and expense;
- 2.3.8 require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid); and
- 2.3.9 claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates or supply the Products and/or Services in accordance with the Contract.

Any additional rights of the Customer under the applicable law or under any guarantees assumed by the Supplier shall remain unaffected.

3. Intellectual property rights

Clause 16.3 shall be replaced by the following:

- 3.1. The Supplier shall grant the Customer an exclusive, worldwide, transferrable, and sublicenseable right, unlimited in time and content right to use the Deliverables, created specifically for the Customer by the Supplier or third parties engaged by the Supplier. Preexisting rights of the Supplier or of third parties shall remain unaffected hereby.
- 3.2. If the Supplier makes, develops or achieves any invention, device or design which is protectable by patents, design rights, copyrights or any other industrial or intellectual property rights in Europe or any other country (the "Invention") and if such Invention is based on specifications, drawings, test data, ideas, models or any other material or information supplied to the Supplier by the Customer, then the Supplier shall immediately notify the Customer of such Invention, and the Customer may conduct in good faith discussions with the Supplier over compensation for the inventor's rights in order to be able to use the Invention should the applicable law require such compensation.

4. German Supply Chain Due Diligence Act Compliance,

The following Clauses shall be added to clause 19 of GTCP:

- 4.1. The Supplier undertakes to comply with the human rights and environment-related obligations described in the German Supply Chain Due Diligence Act (LKSG) and to avoid or minimize risks and put an end to violations of the human rights and environment-related obligations. Furthermore, the Supplier undertakes to instruct its officers and employees to comply with the human rights and environment-related obligations and to conduct training for its officers and employees regarding compliance with these obligations. At the request of the Customer, the Supplier's employees shall participate in appropriate training organized by the Customer.
- 4.2. In the event that the Customer identifies, or the Customer reasonably suspects or has evidence of a breach by the Supplier or any of its contractors or suppliers of any level of any human rights or environmental obligation, the Supplier shall take and implement appropriate corrective action or require its contractors or suppliers to take and implement such action as reasonably requested by the Customer.
- 4.3. The Customer shall have the right to require that the Supplier shall promptly (i) develop with the Customer a remedy plan to end the breach of a human rights or environmental obligation, including a specific timetable for such remedy plan, and (ii) implement such measures as the Customer may reasonably request to implement such remedy plan.
- 4.4. The Customer reserves the right, upon prior written notice, to conduct audits at the Supplier's premises, either itself and/or through appointed third parties, in order to verify and ensure the Supplier's compliance with its obligations under this clause 4 and clause 19 of GTCP. The Supplier shall provide the Customer and/or the appointed third party with all data, documents and other information in written, oral and/or electronic form that the Customer and/or the appointed third party reasonably requests for the audit.

5. Working Conditions and Minimum Wage Law

The following clause 19.5 shall be added:

- 5.1. The Supplier shall comply with the relevant regulations of labor law and occupational health and safety law and, The Customer shall be entitled to audit the compliance with the aforementioned regulations, either by itself or through third parties after giving notice to the Supplier.
- 5.2. The Supplier is obliged to follow the Minimum-Wage Law (Mindestlohngesetz) and the Employee-Deployment Law (Arbeitnehmer-Entsendegesetz) in their actual versions. The Supplier pays his employees a salary which fits to these laws and makes sure that his suppliers do the same with their employees and follow the above-mentioned laws.

6. Termination

Clause 18.1 shall be replaced by the following:

- 6.1. Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
 - 6.1.1. the other Party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 6.1.2. in case of a considerable deterioration of a party's financial situation which threatens to impact such party's ability to perform its obligations under the Contract and / or to discharge of its tax and / or social security liabilities; or
 - 6.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 6.2. The Customer may also terminate the Contract with immediate effect if the Supplier does not comply with its obligations under [clause 19.4 and 19.5] of these GTCP related to compliance with the German Supply Chain Due Diligence Act, working conditions and Minimum Wage Law.

7. Severability clause

The invalidity or unenforceability of any provision or part of a provision of these GTCP shall not affect the validity of the entire GTCP. The Parties agree to replace possibly invalid clauses by valid clauses which come as close as possible to the commercial purpose of the invalid clause. The same applies to potential contractual gaps.

Appendix B

Where the applicable law is French the terms contained in this Appendix B shall apply in priority:

1. Scope of application; order of precedence

1.1 These Additional Terms and Conditions for Purchase shall apply to all sales of Products and/or Services if the Purchase Agreement is governed by French law and shall prevail over the GTCP. All GTCP not expressly mentioned herein shall remain unaffected.

1.2 All capitalized terms used herein without definition shall have the meanings assigned to them in the GTCP.

2. Prices; Terms and Conditions of Payment

Clause 4.6 is replaced as follows:

"The Supplier is entitled to offset when legal conditions are reunited according to French law, and particularly those set out in Articles 1347 et seq. of the Civil Code. If the liabilities to be set-off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise."

3. Inspection, defects, liability and indemnity

Clause 8.12 is replaced as follows:

"In addition to the Supplier providing the Customer all guarantees of Articles 1625 et seq. of the French Civil Code, if the Supplier, If the Supplier: (a) fails to deliver the Products by the applicable date; (b) fails to perform the Services by the applicable date; (c) has delivered Products that do not comply with the Contract; or (d) has provided Services which do not comply with the Contract, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more (at its discretion) of the following rights and remedies:

- 8.12.1 terminate the Contract with immediate effect by giving written notice to the Supplier;
- 8.12.2 refuse to accept any subsequent performance of the Services or delivery of the Products which the Supplier attempts to make;
- 8.12.3 reject the Products and/or Services in whole or in part;
- 8.12.4 require the Supplier to repair or replace the rejected Products, or to provide a full refund of the price of the rejected Products (if paid);
- 8.12.5 recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;
- 8.12.6 require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Products that it has not delivered;
- 8.12.7 recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods, services or deliverables from a third party;
- 8.12.8 return the Deliverables to the Supplier at the Supplier's own risk and expense;
- 8.12.9 require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid); and
- 8.12.10 claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates or supply the Products and/or Services in accordance with the Contract."

4. Subcontractors

New Clause 17.2 is added:

17.2 "In addition the Supplier must meet all the obligations imposed on him by French law, and particularly the law of 31 December 1975 relating to subcontracting in the version in force at the time."

5. Termination

Clause 18 is replaced as follows:

18.1 If the order concerns recurrent deliveries and without a fixed duration, the Customer is entitled to terminate the Contract at any time without notice period. The Customer is also entitled to partial termination if it can reasonably be expected of the Supplier.

18.2 In any event, in the event of a breach by the Supplier of one or more of its obligations, and in particular, without this list being exhaustive, failure to comply with the contractual deadlines set out in the order or non-conformity of the products with the criteria defined in the order, the Customer reserves the right, at its sole discretion and without prejudice to the provisions of Articles 1217 et seq:

- Either to suspend the execution of the order in progress;
- Either to consider the order as cancelled by operation of law, in whole or in part, all without prejudice to its rights to any damages, after a simple formal notice referring to the present provisions, sent to the Supplier by registered letter with

acknowledgement of receipt and remaining unsuccessful at the end of a period of thirty (30) days from its dispatch, and without delay in the event of an emergency.

18.3 If the Supplier has acquired from the Customer any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the Contract the Supplier must forthwith hand them over to the Customer in the event of termination of the Contract. These requirements apply likewise in the event of rescission.

18.4 Any termination notice must be made in writing. and by registered letter with acknowledgement of receipt.

Appendix C

Where the applicable law is Italian the terms contained in this Appendix C shall apply in priority:

The following clauses 19.5 and 19.6 shall be added:

Compliance to the Customer's modello 231

Obligation to comply with the Organizational Model ex Legislative decree 231/01 and the Business Partner Code of Conduct.

Supplier is aware that Customer has its own "Modello di organizzazione, gestione e controllo" ("Modello 231") pursuant to Legislative Decree 231/01, with the related Business Partner Code of Conduct, which Supplier confirms to have read and declares to understand it.

Supplier adheres to the provisions of the Modello 231 and undertakes to comply with its contents, principles, and procedures and, in general, to refrain from any conduct which is or is likely to constitute a crime as indicated in Legislative Decree 231/01, as amended from time to time.

It also undertakes to comply, and to ensure that any of its collaborators comply, with all the Modello 231 and its protocols provided by Customer pursuant to Legislative Decree 231/2001. The violation of the Modello 231 and its protocols will constitute material breach to this Agreement.

Supplier hereby agrees to indemnify and hold harmless Customer for any penalties or damages resulting from the violation of the Modello 231 and its protocols by Supplier or its collaborators, if any.

In case Supplier, or its collaborators, if any, violates the Modello 231 and its protocols, as well as in the event of crimes prescribed by Legislative Decree 231/2001 by Supplier or its potential collaborators, Customer may terminate the Agreement by written notice to be sent by registered letter with return receipt or PEC. The termination will take effect immediately from the date of receipt of the notice. The Customer is entitled to take further legal actions, including to claim damages for actual or potential financial exposure of the Customer.

Controls under Legislative Decree 231/2001.

Supplier makes itself available to allow controls to be carried out by the Body Supervisory Board ex art. 6 of Legislative Decree 231/01 of the Customer, subject agreeing on timing.

Supplier is informed and agrees that controls may also be performed by means of Customer's business functions or by appointed third-party specialists appointed by the Customer.

Reporting under Legislative Decree 231/2001.

Supplier undertakes to promptly report cases of violations of the Modello 231 and the protocols through the Customer's whistleblowing channel/dedicated hotline.

Compliance to Legislative Decree n. 81/08 on health and safety (Protection of employees in the workplace)

Supplier declares and guarantees compliance of its activities with the provisions of Legislative Decree No. 81 of April 9, 2008, and subsequent amendments/ additions, as well as any other applicable regulations on health and safety in the workplace, with particular reference to the prevention of accidents and the protection of the health of employees.

Supplier undertakes to provide, at Customer's request, documentation certifying its technical and professional suitability pursuant to Article 26. Failure to provide said documentation upon Customer's request shall constitute a material breach of the Contract.

In the event that activities are performed by Supplier at Customer's premises, the provisions of Article 26, paragraph 1, letter b) of Legislative Decree 81/08 shall apply. In particular:

- Supplier undertakes to cooperate in the implementation of prevention and protection measures;
- The Parties shall sign an Interference Risk Assessment Document (DUVRI), if necessary/applicable;
- Supplier's personnel shall comply with the Customer's internal safety rules and regulations.)

Supplier undertakes to promptly report to Customer any accident or near-accident that occurs during the performance of the Contract, specifying the dynamics, causes, consequences, and measures taken.

Customer reserves the right to conduct audits or request inspections to verify compliance with the Legislative Decree 81/08. In the event of serious / repeated violations of all provisions relating to health and safety at work, Customer reserves the right to unilaterally suspend / terminate the execution

of the Contract.

In case that subcontractors or, more generally, third parties are engaged in the execution of the activities and/or services under this agreement, the Supplier shall ensure their full compliance with the provisions of Legislative Decree 81/2008. Supplier shall remain jointly liable with such third parties for any violations/breaches of said provisions.

_____, _____
Place Date

Supplier's signature and stamp

The Supplier specifically accepts the following provisions, according to articles 1341 and 1342 of the Italian civil code:

- Clause 2 - "General provisions; scope of application"
- Clause 4 - "Prices; terms and conditions of payment"
- Clause 5 - "Delivery of the Products"
- Clause 6 - "Supply of services"
- Clause 7 - "Transfer of risk and of ownership"
- Clause 8 - "Inspection, defects, liability and indemnity"
- Clause 10 - "Compliance with laws, policies, export control and hazardous material"
- Clause 14 - "Rights to manufacturing equipment and deliverables"
- Clause 16 - "Intellectual property rights"
- Clause 18 - "Termination and consequences of termination"
- Clause 19 - "Business Partner Code of Conduct"
- Clause 21 - "Applicable law and jurisdiction"

_____, _____
Place Date

Supplier's signature and stamp

