



TERMS OF PURCHASE

Indirect Terms of Purchase – UK – Version 1.1 (Aug 2023)

1 GENERAL

1.1 These Terms of Purchase, the provision of any document referring to these Terms of Purchase, any attachments thereto, and any samples, drawings or specifications referred to therein, shall collectively constitute the "**Purchase Order**". This Purchase Order shall constitute our offer to purchase from you the products and services ordered ("**Products**"). We may revoke this offer at any time before your acceptance. Upon acceptance, you agree to sell and deliver Products to us in accordance with this Purchase Order (the "**Agreement**"). You shall be deemed to have accepted this offer by sending us a written acknowledgement, by delivering any Product ordered, or by commencement of work on Products to be specially manufactured by us.

1.2 WE OBJECT TO AND REJECT THE PROVISIONS OF ANY ACKNOWLEDGEMENT, ORDER ACCEPTANCE, WARRANTY STATEMENT, OR INVOICE WHICH ARE INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF THIS PURCHASE ORDER. THIS PURCHASE ORDER SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN US WITH RESPECT TO THE PRODUCTS AND MAY BE MODIFIED ONLY IN WRITING SIGNED BY OUR AUTHORISED REPRESENTATIVE AND BY YOU. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OF TRADE WILL BE PART OF THE CONTRACT BETWEEN US.

2 COMMERCIAL TERMS

2.1 Price. Prices for Products are not subject to increase, except as may be permitted below under "Changes". Price covers the net weight of material, packaging, labelling, and no extra charges of any kind (including charges for containers, insurance, packing, crating, storage, handling or cartage, interest charges, service charges and the like) will be allowed. Except where expressly agreed otherwise in writing the price for the Products shall be the lower of the price valid at the time you accept our offer, or the price originally specified in the Purchase Order. Unless prohibited by law, you will separately indicate on your invoice any tax that is required to be imposed on the sale of Products.

2.2 Changes. All quantities ordered are estimates only and may be revised as our requirements change, unless otherwise agreed. We may at any time make changes in Product specifications, drawings, designs, delivery dates, shipping instructions or other items of the Purchase Order. Such changes will be confirmed in writing signed by our authorized representative. You must notify us within two (2) days of our notice whether such changes will affect price at time of delivery and, if price and time of delivery will be affected, within five (5) days of our notice to what extent.

2.3 Transportation. Unless otherwise specified or specifically included in the pricing hereto, you agree to ship Products to us using our designated carrier with transportation charges billed directly to us by the carrier. We will not pay premium transportation charges unless authorised by us in writing. You will list any unauthorized charges not otherwise billed to us as a separate line item on your invoice. If you ship Products by an unauthorised method or carrier, you will pay any resulting increased freight costs. You will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped.

2.4 Title and Risk of Loss. Risk in and title to the Products shall pass to us on delivery. Materials and packaging, where supplied by us, shall be marked as and shall remain our property and shall be stored separately from other material by you. A stock balance of such material shall be given to us on request. Any term of delivery shall be construed according to the FCA Incoterm 2010 (at such location to be agreed between the parties in writing) unless otherwise stated in the Purchase Order.

2.5 Shipments. You agree to assure deliveries in the quantities and on the dates and place specified in this Purchase Order. If you are responsible for installation of the Products delivery shall be deemed to be the date the Products are due to be finally installed. You shall confirm dispatch of Products in advance by email or telefax and enclose the delivery note with the Products stating the delivery address, our order number, quantity, and batch number. In the case of part delivery, it shall be marked whether the quantity delivered is to be considered as the final delivery or whether a quantity remains to be delivered. You agree to notify us immediately if you ever have reason to believe that any Product will not be delivered as ordered, or a shipment will not be made as scheduled. You shall use all reasonable means to minimize any potential delay in delivery or performance. Unless otherwise expressly stated, time is of the essence. In the event any shipment is not made in time for delivery on the date and in the quantity set forth on the Purchase Order, or if applicable, the Purchase Order is shipped without an approved/transacted Advance Shipment Notice, we may: (i) terminate the Purchase Order without further notice, either (a) wholly or (b) to the extent of your default, and/or return to you some or all of the Products in the shipment at your risk and expense, including without limitation warehouse or handling cost; (ii) acquire equivalent items from a third party and claim any difference in price or other related cost or expense from you and charge you with any resulting loss; (iii) direct you to make an expedited shipment of additional or replacement Products, with the difference in cost between any expedited routing and the Purchase Order routing to be paid by you; or (iv) debit you for costs incurred while manually receiving materials into Oracle or equivalent program of ours.

2.6 Packing List. Each shipment made by you shall include a packing list containing the Purchase Order number, our product identification and part number, quantity shipped, date of shipment, Country of Origin, Product weight, and such other information as we may reasonably request or is required by applicable law.

2.7 Packaging and Labelling. You shall be responsible at your own expense for the safe and suitable packaging of the Products. You undertake to observe the requirements of all relevant regulations relating to the packaging, labelling and carriage of the Products in the countries of manufacture, shipment, transit or destination.

2.8 Liquidated Damages. If the Products or any part of them are not delivered or performed within the time specified in and in accordance with the Purchase Order, we shall without prejudice to any other remedies contemplated by law have the right to claim as liquidated damages for such a default 0.5 per cent of the total value of the delivery for each calendar day delivery is delayed limited to a maximum of fifteen (15) per cent of the total value of the delivery in aggregate. The parties agree that any such liquidated damages have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by us.

2.9 Inspection and Rejection. All Products delivered to us by you must meet the terms and conditions of this Purchase Order. All Products shall be received subject to our acceptance or rejection on or before the end of the Inspection Period. We may reject any entire order based upon a reasonable sampling of Products. "Inspection Period" means a reasonable time after delivery of any Products, to allow for the performance of any inspection, installation activities, testing or trials, but shall in no event be less than thirty (30) days. Partial or total payment by us for Products under this Purchase Order prior to the end of the Inspection Period shall not constitute its acceptance thereof, nor shall such payment remove your responsibility for any non-conforming items. You agree to provide and maintain inspection and process control systems acceptable to us with respect to the manufacture of Products and you agree to keep and make available complete records of all your inspection work and process control work for ten (10) years after delivery of the Products.

2.10 Quality Assurance. You shall apply, maintain, and document a quality system that complies with ISO or a comparable standard for guaranteeing that the Products comply with the agreed quality, or alternatively with any our Supplier Quality Requirements ("**SQR**") executed separately by the Parties, if any.

2.11 Invoices. Your invoices shall contain the Purchase Order number, item number of such release, our part number(s) and revision number, invoice quantity unit of measure, unit price, total invoice amount, your name and phone number, address to which remittance should be sent, and other such information as may be required by law or requested from time to time by us. Upon your request, your invoices shall also contain the country origin per item and applicable Harmonized Tariff number per item. In the event that you issue an incorrect invoice, we shall not pay you until you have re-issued a correct invoice, and our payment terms shall apply from the date of the re-issued invoice.

2.12 Payments. Unless otherwise prohibited by applicable law and otherwise stated in the Payment Terms field on the front of the Purchase Order, we shall settle any invoices arising under this Purchase Order within one hundred and twenty (120) Calendar Days after receiving both the Product and an invoice prepared in accordance



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with the terms of this Purchase Order. **"Calendar Days"** means every day on the calendar, including weekends and public holidays. All sums to be paid by us under this Purchase Order shall be in the currency of the country of our purchasing entity, unless otherwise agreed to by the parties. We will not be liable for any late fees, interest, carrying, or other charges associated with any late payments in excess of what is prescribed under applicable law. If we fail to pay you any amount due and payable under the Purchase Order, you may charge us interest on the overdue amount from the due date up to the date of actual payment at a rate of the applicable statutory interest rate. Such interest shall accrue on a daily basis and be compounded quarterly. This Clause shall not apply to payments that we contest in good faith. All payments due under this Agreement are exclusive of any Value Added Tax ("VAT") or similar taxes. In the event that any VAT or similar taxes are properly due under any applicable law, regulation or otherwise, this shall be charged in addition to any other payments due under this Agreement and shall be payable by the invoiced party on receipt of a valid tax invoice issued by the invoicing party.

2.13 **Set-Off.** We may set-off any amount owed to us from you or any of your affiliates against any amount payable at any time by us to you.

2.14 **Warranty.** You represent and warrant that the Products will: (i) be owned by you and free of all liens, claims or encumbrances; (ii) conform strictly to all express or implied specifications, drawings, plans, instructions, samples or other descriptions; (iii) be fit and sufficient for the purpose(s) for which they were manufactured and sold, and if you know (or have reason to know) of a particular purpose for which we or our customers intend to use the Products, will be fit for such particular purpose; (iv) be new and merchantable; and (v) be free from defects in design, material and workmanship, whether latent or otherwise. You represent and warrant that neither the Products nor use of the Products will infringe any patent, copyright, trade secret, trademark, or other property right of a third party, but only to the extent that such infringement is not caused by any design feature incorporated into the Product at our request. You represent and warrant that any service you may provide will be carried out using all reasonable skill and care and be fit for any purpose for which you know or have reason to know we or our customers intend to use such service. You agree that these warranties (w) apply both at the time of delivery or completed performance and for a further period thereafter which, in the case of movable Products, shall be two (2) years or the shelf-life (whichever is longer) and in the case of immovable Products shall be three (3) years; (x) survive the inspection, acceptance and use of the Products by us and our customers; (y) are for the benefit of us and our successors, assigns, customers and users of our products; and (z) are in addition to any warranties and remedies to which we may otherwise agree or which are provided by law.

You agree to extend to our customers and us (and to enforce) any warranties received from your suppliers. In no event shall payment by us for the Products imply that we have accepted that Products and/or such Products are in compliance with warranty hereunder. In the event of breach of such warranty, then we may by written notice at our option cancel the Purchase Order without further notice (or in the case of an instalment contract cancel the Purchase Order without further notice in respect of instalments already delivered or performed and/or yet to be delivered or performed), and/or you agree, at our option, to promptly re-perform, replace or repair any non-conforming Products at your own cost or to refund us for any payments made and to compensate us in accordance with applicable law for damage and loss suffered by us as a consequence of the non-conformance.

2.15 **Indemnification.** You agree to defend, indemnify and hold us and our customers harmless from and against any and all claims, third party claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to a person or injury to property or other tort claims), liabilities, damages (whether direct or indirect, incidental or consequential) and expenses (including court costs and attorneys' fees) arising out of or relating to the breach by you of any covenant, representation, certification, or warranty contained in this Purchase Order, or from any act or omission of you or your agents, employees or subcontractors. We will notify you of any such claim, suit or proceeding and will assist you (at your expense) in the defence of the same. This indemnity is without prejudice to any other claims or rights that we may have, whether under these terms and conditions, at law or otherwise.

3 TERMINATION

3.1 **Without Cause.** We may terminate all or any part of the Purchase Order at our convenience, without cause, at any time by giving you ten (10) days written notice. In such events, you shall immediately cease all work and terminate all orders and contracts and we shall be liable to you only for your reasonable actual costs as a direct result of the termination which may not be recovered or mitigated (e.g. purchased materials and labour costs incurred prior to receipt of notice of termination). You will notify us in writing of such costs within thirty (30) days of termination. The foregoing shall constitute our only liability to you for termination without cause.

3.2 **With Cause.** If you default, we may terminate all or any part of the Purchase Order without liability to you by giving notice to you. A default will occur if you: (i) fail to perform within the time period specified in the Purchase Order; (ii) so fail to make progress as to endanger performance of the Purchase Order, (iii) fail to comply with the applicable laws and regulations under which you do business; or (iv) fail to comply with our integrity policies or the compliance requirements described herein. We may terminate this Purchase Order upon a default and if you do not cure the default within ten (10) days (or any longer period we authorise in writing) after your receipt of our written notice of default. Additionally, if we determine that any of your representations, warranties, certifications, or covenants are untrue, we shall have the right to terminate this Purchase Order immediately without further compensation to you, and you shall compensate us for any damages suffered by us as a result of your untrue representations, warranties, certifications or breach of covenants. A default will also occur if you fail to meet your financial obligations as they become due, if any proceeding under the bankruptcy or insolvency laws is brought against you, a receiver is appointed for you, or you make an assignment for the benefit of creditors. If a purchase Order is terminated due to your default, without prejudice of any other legal or equitable remedies available to us, we will have the right to: (a) refuse to accept delivery of any and all Products; (b) return to you unused Products already accepted and recover from your payments made for such Products (and for our freight, storage and other expenses); (c) recover any advance payments to you for undelivered or returned Products; (d) purchase Products elsewhere and charge you with any resultant losses, including without limitation incidental or consequential damages incurred which are attributed to your default; and (e) take title to and possession of any previously undeliverable part of work performed under this Purchase Order.

4 COMPLIANCE

4.1 **Applicable Laws.** You represent and warrant that your performance under this Purchase Order will comply with all applicable laws, ordinances, rules and regulations, and all conventions and standards, as amended from time to time, of each and all countries where the Products are to be manufactured, used, or delivery, or your performance is to occur, or that relate in any way to the manufacture, labelling, transportation, importation, exportation, licensing, certification, or approval of Products, including, without limitation, those prohibiting bribery or similar payments or practices, and those related to environmental protection, import and export, duties and customs, wages, hours and conditions of employment, occupational health and safety, intellectual property, ionizing radiation and licensing requirements food and drug requirements, discrimination, sexual harassment, immigration, subcontractor selection, health and safety, toxic substances, hazardous materials, and electrical or electronic equipment.

4.2 **Ethical sourcing.** You represent and warrant that (i) you and your suppliers will not use child, forced prison labour, the labour of persons in violation of the minimum working age in the country of manufacture, or labour in violation of the minimum wage, hours of service, or overtime laws in the country of manufacture or in any jurisdiction in which services are provided under this Purchase Order in connection with the manufacture and supply of Products. You further represent and warrant that you shall comply with all of our policies applicable to your provision of services and Products under this Purchase Order. Without limitation, you acknowledge that you have read the "Integrity Guide for Suppliers, Contractors and Consultants" (the "Integrity Guide"), which is located at www.cytiva.com/suppliers, and agree that you, including all your Personnel, will fully comply with the Integrity Guide in providing all services and Products under this Purchase Order. We may update its policies, including the Integrity Guide, from time-to-time.



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4.3 Security measures. You agree that you will review and adopt industry standard security measures which are consistent with accepted programmes including the US Customs-Trade Partnership Against Terrorism (“**C-TPAT**”), the European Union’s Authorised Economic Operator program and other similar programs where applicable. You furthermore agree that you will make reasonable efforts to become a member of C-TPAP, or any similar EU/other organisation aimed at strengthening and improving supply chain security, in a timely manner if you are eligible to do so.

4.4 Import/Export. You represent and warrant that you will comply with all applicable laws and regulations, relating to import/export matters. You will also obtain all applicable permits and licenses necessary to perform your obligations under this Purchase Order, and upon our request, will provide us with copies of such permits and licenses. Where Products contain United States components, you will also provide us with details of the United States content value as a percentage of the Product price upon our request. Additionally, you will provide ECCN numbers assigned to Products or any other information we may reasonably require upon request.

4.5 Country of Origin. You will make each Product, and, as appropriate, Product packaging labels, and invoices with the country of origin for the Product, in accordance with the applicable trade and customs laws. You will also provide acceptable and auditable documentation that establishes the country of origin for Product, including without limitation, certifications of origin for Products qualifying for EFTA/EU and other preferential duty provisions, as applicable.

4.6 WEEE, RoHS, REACH, Battery, and Equivalent Directives. You shall provide to us in writing with a list of any Products containing any: (a) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), or any other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003) (“RoHS Directive”), as amended, or under any equivalent directives or regulations. You represent, warrant, and certify that (i) except as specifically listed in a separate document attached to this Purchase Order, none of the Products are “electrical or electronic equipment” under EU Directive 2002/96/EC (27 January 2003) (“WEEE Directive”) or under any equivalent directive; (ii) none of the Products contain any arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, or any chemical restricted under the Montreal Protocol on ozone-depleting substances; (iii) all batteries and accumulators included in the Products conform to the labelling requirements under EU Directive 2006/66/EC; and (iv) the Products shall conform with the requirements and specifications set forth in the specifications. Without prejudice to the generality of the foregoing, you will provide to us such information, documentation, and assistance as we may require from time to time in order to comply with the Registration, Evaluation, authorisation and restriction of Chemicals Regulation EC/1907/2006 and will comply with all obligations applicable to you under that Regulation. Without prejudice to any other provisions set out herein relating to supply of products, if for any reason you propose discontinuing or ceasing to offer products you will give us at least six (6) months’ notice.

4.7 Product Regulatory Compliance. When relevant, you represent and warrant that the Products and their manufacture will comply with all applicable drug and medical device laws and regulations, and any other relevant government and environment laws and regulations in countries where the Products are sold.

4.8 Product Changes. Changes proposed by you, both material and process changes, which may affect form, fit, function, reliability, serviceability, performance, interchangeability, regulatory compliance, safety, or interface with our equipment must be submitted along with a written change notice, for our approval. At a minimum, the change notice must include your affected part number, date of implementation, serial number effectivity of the assembly that is changed, reasons for the change and the specific dates of the change. This change notice must be sent to us a minimum of six (6) months in advance of the proposed implementation date. We then have fifteen (15) days to respond to you with approval of the change, disapproval of the change, or a request for sample evaluation by us.

4.9 Environmental Quality. You represent and warrant that (i) you will take appropriate actions to provide a safe and healthy workplace and to protect local environmental quality in all of your activities, and (ii) each chemical substance constituting or contained in goods sold or otherwise transferred to us hereunder is on the list of chemical substances compiled and published (a) by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended, or (b) the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) or (c) any equivalent lists in any other jurisdictions to which we inform you the goods will likely be shipped.

4.10 Dangerous Goods. Before shipment you agree to check whether the material is dangerous according to applicable dangerous goods transportation regulations and to comply with any similar requirements in any other jurisdictions to which we inform you the goods is likely to be shipped. When shipping the goods, the goods must be defined in accordance with UN hazard classes and packed and marked, and dangerous declarations shall be made according to criteria of transportation mode. You further represent and warrant that you have established an effective program to ensure that the activities of any suppliers you utilise to provide any goods or services that will be incorporated into the goods supplied under this Purchase Order will be conducted in conformance with the above-stated warranties and representations.

From time to time, at our request, you shall provide certificates to us relating to any applicable legal requirements or to update any of the representations, warranties, certifications, or covenants contained in this Purchase Order, such certificate to be in form and substance satisfactory to us.

4.11 Pharmaceutical. Where the Products relate to medicinal products for human use you shall meet all the requirements under current good pharmaceutical practice (GxP) including but not limited to Good Manufacturing Practice (cGMP) and current Good Distribution Practice (cGMP).

5 PRIVACY

You (the “Supplier” or “Seller”) agree that our Confidential Information shall be subject to the organizational, technical, and physical controls and other safeguards set out in the Privacy and Data Protection Appendix (“PDPA”) located at www.cytiva.com/suppliers. If you have access to Highly Confidential Information, Personal, Controlled or Sensitive Personal Data or to our Information System as defined in the PDPA, you agree to apply such additional safeguards and to grant us such additional rights as are set out in the PDPA relating to such data. The capitalized terms set forth in this Section not otherwise defined in this Purchase Order shall have the meaning ascribed to them in the PDPA. In the event of any inconsistency of such defined terms, the definitions set forth in the PDPA shall prevail for purposes of interpreting the subject matter covered thereby.

6 CRISIS MANAGEMENT

6.1 Communications. You must maintain the ability to contact us on a 24-hour a day, 7 day a week basis in order to communicate and manage crisis situations that threaten to or interrupt the Supply Chain.

6.2 Business Contingency Plan (BCP). Upon our request, you shall provide to us a Business Contingency Plan that outlines your internal contingency arrangements to ensure our continuity of supply if you or any of your suppliers are unable to provide Products or components to such Products to us.

6.3 You agree that all Products and services supplied under a Purchase Order that include software shall comply with the terms and conditions of the Cybersecurity Appendix and Supplier Acceptable Use Policy located at www.cytiva.com/suppliers and will not mine our confidential information, Personal Data or property without prior written consent from us.

7 OTHER TERMS

7.1 Our Property. All tools, dies, layouts, models, drawings, plans, data, manufacturing aids, testing or other equipment or materials, inventions, technology, trade secrets, know how, all reproductions and replacements, or other proprietary information, and all intellectual property rights in the foregoing, which we furnish to you, or which is developed or acquired at our expense or at our direction in the performance of work hereunder, shall be our property and deemed a bailment. You hereby assign and agree to assign to us, and to cause your employees to assign to us, in each case without additional compensation, all such property. You shall bear the risk of loss and damage to all such property. All such property shall be safely maintained separate from your property and marked as our property. You shall not move



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our property from your premises or possession without our prior written consent. You agree not to substitute any property for our property and not to use such property except for performance of work hereunder or as authorised by us. You also agree to insure any tangible property at full replacement cost. Tangible property will be held at your risk and subject to removal at our written request (in which event you will redeliver such property to us at your expense in the same condition as originally received by you, reasonable wear and tear excepted).

7.2 Your information. Unless expressly agreed in writing to the contrary, any knowledge or information which you disclose to us will not be considered confidential or proprietary information, and we may use it free from any restrictions. You acknowledge that we will use and rely upon information you furnish to us and that you will indemnify and hold us harmless from any and all costs and damages suffered by us as a result of any inaccuracies in such information.

7.3 Our information. You agree to keep confidential any materials or information furnished by us to you. You will not disclose or use, directly or indirectly, such materials or information for any purpose other than the purposes of this Purchase Order. Copying and reproduction are only permitted within the framework of meeting your commitments and in observance of copyright rules. You will return to us, at your expense, all such materials and information upon completion of work, termination of this Purchase Order, at our request. Notwithstanding anything herein to the contrary, you or your employees or other agents, may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this transaction and all materials of any kind (including opinions and other tax analyses) that are provided to you relating to such tax treatment and tax structure. Except with our express written consent, you will not issue press releases, publish advertisements or engage in other forms of advertising in connection with this Agreement.

7.4 Health and Safety. Your employees, agents and representatives visiting any of our sites shall be subject to such safety and security regulations as may be in force at that site. You shall ensure that all information held by or reasonably available to you regarding any potential hazards known or believed to exist in the transport, handling, or use of the Products and/or performance of the services shall be received by us in writing prior to delivery of the Products and/or performance of the services. You are responsible where relevant for ensuring that tank containers and other transport equipment are carefully cleaned before filling and reloading.

7.5 Audit Rights. At our request, you will allow us to audit and to copy, if applicable, at your expense, any documents you have relating to the performance of your obligations under this Purchase Order or other applicable legal requirements. Additionally, at our request, you will allow us reasonable access to the sites where the work under this Purchase Order is being performed in order to assess (1) work quality, (2) conformance to our specifications, and (3) conformance with your representations, warranties, certifications and covenants under this Purchase Order.

7.6 Intellectual Property. No rights are granted to you under any of our patents, copyrights, trade secrets or other property rights except as may be expressly agreed to by us. You will not use or incorporate into Products any intellectual property of others without their written permission. Without limiting your indemnity with respect to intellectual property, if the use of a Product or any part thereof is enjoined by a court, you will, at our option and your expense, either procure for us the right to continue using the Product or part, replace the same with a non-infringing equivalent, or remove the Product, refund the purchase price and reimburse us for any related costs incurred by us.

7.7 Trademarks. The names and trademarks of each party shall remain their sole and exclusive property. If you place one of our trademarks on any Product, or if a Product is unique to us, such Product will not bear your name or trademark and will not be sold to anyone else.

7.8 Publicity. You may not, without our prior written consent, issue any press release or announcement, advertise, or publish the fact that we have contracted to purchase goods or services from you, disclose information relating to this Purchase Order, or use our name or trademarks, or the names or trademarks of any of our affiliates or customers.

7.9 Work on Our Premises. If you work on our premises or the premises of our customer, you will comply with any applicable site rules and regulations. Except to the extent a claim is due solely and directly to our negligence or our customer's negligence, you will indemnify us and the customer from any claim which may result in any way from any act or omission of you or your agents, employees, or subcontractors while on our premises or the premises of our customer.

7.10 Insurance. You agree to maintain such public liability insurance (including without limitation works compensation, employer's liability, comprehensive general liability, product liability and property damage insurance) as will adequately protect us in the event of any liability arising under this Purchase Order and, upon our request, you will provide us with evidence of such insurance.

7.11 Governing Law and Dispute Resolution. The Agreement shall be governed by and construed in accordance with the substantive laws of the country where our purchasing entity is situated, excluding conflict of law's principles and the parties hereby submit to the exclusive jurisdiction of the courts of that jurisdiction. The United Nations Convention on Contracts for International Sales of Goods shall not apply. Any dispute, controversy or claim relating to this Purchase Order (a "Dispute") will be resolved first through good faith negotiations between the parties. If the Dispute cannot be resolved through good faith negotiations within forty-five (45) days, either party may submit the Dispute to the competent courts of the country of our purchasing entity, excluding any other jurisdiction or arbitration. With regards to any action for breach of confidentiality or intellectual property obligations, nothing in this section shall preclude either party from seeking interim equitable relief in the form of a temporary restraint order or preliminary injunction.

7.12 Limitation of Damages. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS AND LOST BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

7.13 Remedies. The rights and remedies herein are cumulative and in addition to all other rights and remedies available at law or in equity.

7.14 Waiver and Invalidity. Any waiver or renunciation of a claim or right arising out of breach must be in writing and signed by the injured party. Any failure to enforce any provision of the Purchase Order may not be construed as a waiver of such provision or any other provision nor of the right to enforce such provision. The invalidity, in whole or in part, of any provision hereof shall not affect the remainder of the provisions.

7.15 Assignment. You may not assign any right or delegate any duty hereunder without our prior written consent. Any attempted assignment or delegation by you will be void.

7.16 Independent Contractor. The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Purchase Order shall be deemed to create a partnership, joint venture, or similar relationship between the parties and no party shall be deemed to be an agent of the other party. You shall indemnify, defend, and hold us harmless from and against any and all claims by your employees, contractors, or subcontractors regarding entitlement to any compensation or benefits from us or that we are for any purpose their employer or co-employer, including any claim for taxes or related penalties.

7.17 Headings. The headings on these Terms of Purchase are for convenience only and may not be used in the interpretation thereof.

7.18 Force Majeure. The obligations of either party hereunder shall be excused or suspended to the extent performance is prevented or delayed by any future event, which (i) is beyond the reasonable control, and without the fault or negligence, of the party affected thereby, (ii) was not foreseeable by such party at the time this Agreement was entered into, and (iii) could not have been prevented by such party taking reasonable steps; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by you to us within ten (10) days of the occurrence of such event. Such events shall include, but not be limited to, war mobilisation, riots, fire, explosion, flood, insurrection, embargo, currency restriction, shortage of transport, general shortage of material and acts or omissions of governments in their sovereign capacity. During the period of such delay or failure to perform by you, we may acquire substitute or replacement items from one or more alternative sources, and in such event, there may be a proportionate reduction in the quantity of Products required from you. If the delay lasts more than thirty (30) days



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or if you do not provide adequate assurances that the delay will cease within thirty (30) days, we may terminate this Purchase Order and any funds pre-paid by us shall be promptly returned.

7.19 Labour and Supply Problems Not Force Majeure. In the event of any such condition, the Party affected thereby shall take all reasonable measures to mitigate and minimise the effect of the event, and to resume as promptly as possible the diligent performance of its obligations under this Agreement. Nothing herein shall, however, obligate either Party to settle strikes or other labour disputes except on terms and conditions which it, in the exercise of its sole discretion, deems appropriate.

7.20 If English & Wales laws are governing this Agreement, a person who is not a party to a Purchase Order has no right under the contracts (Rights of Third Parties) Act 1999 to enforce any term of a Purchase Order, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.