

Terms and Conditions of Purchase

Clause 1 - Scope of application

- 1.1. As from the date of publication, these general terms and conditions of purchase (hereinafter “General Terms and Conditions”) apply to all orders and purchases of goods and services by W B Power Services Ltd, Company number 02120023, and/or its affiliates (hereinafter “WBPS”) on the recipient and its affiliates named in the WBPS purchase order (“**Supplier**”), unless superseded by agreement in writing signed by [a Director] of WBPS and the Supplier.
- 1.2. Through the acceptance by the Supplier of a purchase order issued by WBPS, a Contract (as defined hereafter) is concluded between the parties. Such acceptance may be express or implied in accordance with Clause 2.2 below and shall mean the application of these General Terms and Conditions by the parties to the Contract. The application of any other additional or deviating terms and conditions of the Supplier or any agent or affiliate of the Supplier, mentioned on whatever document, are explicitly rejected, and shall have no effect.
- 1.3. These General Terms and Conditions, and where applicable, the specific terms and conditions mentioned in the purchase order issued by WBPS or otherwise agreed between the parties in writing, constitute the entire purchase agreement between the parties (hereinafter “**Contract**”) and replace and supersede all prior written or oral declarations, agreements or arrangements between the parties relating to the same subject matter. Notwithstanding Clause 2.4 below, each amendment to the Contract shall only be effective if in writing, duly signed by an authorized representative of each party (which for WBPS shall mean either a Director or a WBPS procurement representative).
- 1.4. In case of discrepancies between the provisions of these General Terms and Conditions and the specific terms and conditions mentioned by WBPS in the purchase order or otherwise agreed between the parties in writing, the specific order terms and conditions shall take precedence over the provisions of these General Terms and Conditions. Irrespective of any other language used, the English language version of these General Terms and Conditions shall always apply and take precedence.
- 1.5. In these General Terms and Conditions the following definitions apply:
affiliate means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity and ‘affiliated’ shall mean an affiliate of the relevant entity;
Business Day means Monday to Friday except for public holidays;
Control has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and Controls, Controlled and under common Control shall be construed accordingly; and the words or phrases ‘other’, ‘including’ and ‘in particular’ or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible.

Clause 2 - Order

- 2.1. WBPS’ issuance of its written purchase order shall supersede any other verbal or written exchange between the parties concerning its subject-matter. Unless explicitly mentioned otherwise in the purchase order, the issuance of a purchase order by WBPS does not constitute the acceptance of any quotation by the Supplier. Any purchase order issued by WBPS may be withdrawn prior to acceptance in a way that is satisfactory to WBPS.
- 2.2. A purchase order is deemed to be accepted as soon as one of the following situations occurs:
 - i. The written confirmation or acceptance of the order by the Supplier
 - ii. The execution, in whole or in part, of the order by the Supplier
 - iii. The acceptance by the Supplier of the payment, in whole or in part, of the order
- 2.3. The Supplier shall execute all orders in accordance with the Contract. The Supplier shall not make any amendments to the type, the design, the quality, the quantity, the content, the deliverables of the ordered goods or services, or the modalities or timing of packing, sending and delivery, or any other specification relating to the ordered goods or services without the prior written consent of a Director or procurement representative of WBPS.

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- 2.4.** As long as the Contract has not been fully performed by the Supplier, and notwithstanding Clause 1.3 above, WBPS has the right to request amendments to the type, the design, the quality, the quantity, the content, the deliverables of the ordered goods or services, or the modalities or timing of packing, sending and delivery or any other specification relating to the outstanding ordered goods or services, should it have good reason to do so. Unless the requested amendments are unreasonable, the Supplier cannot refuse to implement these amendments. If the amendments requested by WBPS would entail a change in the price or the conditions of delivery, the Supplier shall immediately inform WBPS thereof in writing. In such case, the amendments cannot be put into effect without the prior written consent of a Director or procurement representative of WBPS. WBPS shall in such case also be entitled to annul the order in whole or in part without liability. These General Terms and Conditions are fully applicable to an order /Contract that has been amended in accordance with this Clause.
- 2.5.** At WBPS's first request, the Supplier shall provide WBPS with:
- i. Evidence and results of material and quality tests that were executed on the goods ordered or to be ordered or the raw materials used for the fabrication thereof
 - ii. The certificate of origin relating to the goods ordered or to be ordered or the raw materials used for the fabrication thereof; and/or
 - iii. Any other information and documentation that WBPS may request, including, without being limited to information and documentation related to and/or needed for certification, registration, audit, or safety purposes

Clause 3 – Prices

- 3.1.** The prices mentioned in the purchase order are binding and may not be increased. If the Supplier can apply lower prices at the time of delivery of the goods or services than the prices mentioned in the Contract, the lower prices will, however, be applicable to the goods or services mentioned in the Contract.
- 3.2.** Unless explicitly stated otherwise in the purchase order, the prices mentioned in the purchase order are inclusive of all costs and expenses, including, without being limited to all costs of handling, processing, packing, storage, transport, stocking, import, third party licensing and insurance.

Clause 4 – Delivery

- 4.1.** The Supplier explicitly agrees to deliver the quantity of goods or services specified in the purchase order at the time or in accordance with the schedule specified in the purchase order, as well as to respect all other modalities of packing, sending and delivery mentioned in the purchase order. The Supplier recognizes that the time or schedule of delivery and the quantity specified in the purchase order form an essential element of the Contract and time of delivery is of the essence.
- 4.2.** The Supplier shall immediately notify WBPS in writing of each event that could compromise full delivery of the goods or services at the time or in accordance with the schedule specified in the purchase order. Such notification does, however, not relieve the Supplier from its obligation to deliver the goods or services at the time or in accordance with the schedule specified in the purchase order. All additional costs that may be incurred because of the possible necessity to make use of an accelerated method of sending or delivery shall be borne by the Supplier.
- 4.3.** WBPS is not obliged to accept partial, surplus, early, or late deliveries or service performance.
- 4.4.** Unless explicitly agreed otherwise, all deliveries of goods shall take place on a DDP basis (Delivery Duty Paid, Incoterms® 2020), at the place specified in the purchase order. However, the risk of damage to or loss of the goods or service deliverables shall only pass from the Supplier to WBPS at the moment of acceptance of the delivered goods by WBPS. The title to the goods and any service deliverables shall pass to WBPS at the moment and place of actual acceptance by WBPS.
- 4.5.** Delivery shall only be considered to have taken place upon signature of the delivery documents by WBPS.

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- 4.6.** The goods to be delivered shall be duly packed and labelled by the Supplier, taking into account the obligations under applicable law, in particular in the country of delivery, and the requirements specified by WBPS and/or the carrier mandated to transport the goods. The Supplier shall at its own cost ensure the taking back, managing and recycling of the used packaging materials and/or waste that originates from the delivery of the goods. The Supplier is liable towards WBPS for whatever obligation WBPS may have as a result of the managing and recycling of such packaging material and/or waste, at no extra cost to WBPS.
- 4.7.** Before the goods are shipped or transported, the Supplier shall notify WBPS in writing of any risky, fragile, temperature affected, toxic or hazardous materials that form part of the goods to be delivered, together with any instructions, including, without being limited to the Material Safety Data Sheet, that would be necessary to safely and properly use, handle, process, pack, store, transport and/or dispose of such materials.
- 4.8.** Unless explicitly agreed otherwise, the Supplier shall be responsible for importing the delivered goods into the UK, European Union and the country of destination and for fulfilling all related formalities of export, customs and import, including, without being limited to fulfilling all obligations in the framework of European Regulation 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals (REACH), as well as following from the UK REACH regime, as implemented in the UK via the EU Withdrawal Act 2018 or any other national UK Acts. The import duties, taxes and other levies shall be fully borne by the Supplier.
- 4.9.** At the latest upon delivery, the Supplier shall, without any additional fee being due, provide WBPS with all necessary information and documentation concerning the goods, as required under applicable law, or as reasonably requested by WBPS, including, without being limited to information and documentation concerning transport, import and export, safety, origin, and traceability of the goods.
- 4.10.** WBPS shall be entitled to reject any deliverables that are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late, or incomplete deliverables or any payment made in respect thereof, shall not constitute a waiver of any of WBPS' rights and remedies, including without limitation its right to reject.

Clause 5 – Acceptance

- 5.1.** Signature of the delivery documents, use of the delivered goods or services or payment of the respective invoice does not constitute acceptance of the delivered goods or services. Services are not to be taken to be accepted by WBPS until satisfactory completion of any acceptance tests required by WBPS.
- 5.2.** After complete delivery of the goods or services, WBPS will inspect the delivered goods or services within one Business Day but only with respect to deviations in quantity and identity, apparent defects and obvious external damages suffered during storage or transport. Without prejudice of WBPS' right to reject any or all goods or services, WBPS shall endeavour to inform the Supplier in writing of its discovery of deviations in quantity or identity, apparent defects, or obvious external damage, within five (5) Business Days following the delivery.
- 5.3.** If WBPS, otherwise than intended in Clause 5.2, becomes aware that the delivered goods or services are not in conformity with the specifications of the purchase order, WBPS shall be entitled to inform the Supplier of the total acceptance, rejection, or acceptance of the part of the goods or services, without being bound by any delay.
- 5.4.** The Supplier shall replace, re-perform, or repair the non-accepted goods or services as if the non-conformity has manifested itself during the warranty period, in accordance with what is provided in Clause 7.2 of these General Terms and Conditions.
- 5.5.** In case of non-acceptance, the risk of damage to or loss of the goods or deliverables shall remain with the Supplier. WBPS shall have no liability for the rejected goods even if on their premises and the Supplier shall be liable for all storage costs and shall insure the relevant goods itself. The possible costs that are incurred in relation to the picking up of the non-accepted goods by the Supplier shall be fully borne by the Supplier. If the Supplier has not picked-up the non-accepted goods within thirty (30) days following the notification of non-acceptance by WBPS, WBPS shall

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be entitled to destroy or otherwise dispose of the goods, at Supplier's cost without liability.

- 5.6.** As long as the goods or services are not supplied in accordance with the specifications of the Contract, WBPS is entitled to suspend its payment obligations towards the Supplier for the unfulfilled or disputed part of the Contract, even if WBPS has not protested the respective invoice.

Clause 6 - Invoicing and payment

- 6.1.** All invoices issued by the Supplier shall include:
- i.** The reference number of the purchase order
 - ii.** The quantity of the goods or services that have been delivered, where applicable with indication of the number of packaging units
 - iii.** The same itemised structure as the purchase order
 - iv.** A reference to the documents of shipment or delivery (e.g. bill of lading)
 - v.** Any other information required by WBPS

Please note that Invoices issued by the Supplier that are not in compliance with the obligations of this Clause, shall not be paid by WBPS.

- 6.2.** Invoices shall be sent to WBPS electronically via PurchaseLedger@wbpsltd.co.uk and shall be paid by WBPS sixty (60) days following the end of the month in which the invoice was dated, on condition that the respective goods or services have completely been delivered, rejection has not been made by WBPS in whole or part and the invoice correctly reflects the final Contract. Payment shall be made via wire transfer to the bank and the account nominated by the Supplier.
- 6.3.** Upon late, no, or incomplete payment, the Supplier shall not be entitled to suspend or stop delivery of goods or services to WBPS, under whatever purchase agreement it may be.
- 6.4.** WBPS is entitled to set off each amount owed by the Supplier to WBPS, under whatever agreement it may be and irrespective of whether this amount is contested or not, with an amount owed by WBPS to the Supplier and this without any prior notice.

Clause 7 – Warranties

- 7.1.** The Supplier explicitly warrants and represents that all delivered goods or services, including, without limitation, all internal and external components or materials that are processed in the goods:
- i.** Conform with the specifications of the Contract and with any other specifications, drawings, samples, or descriptions of WBPS or if not stipulated then of the Supplier
 - ii.** Are appropriate to the purpose for which they have been purchased by WBPS or if not indicated or known then for the purpose that such type of goods or services is usually used
 - iii.** Are of a satisfactory quality and are free of any defect in design, workmanship, or material
 - iv.** Respect all applicable local, national, and international legislation, regulations, standards, and guidelines, as well as the newest, prevailing industry standards
 - v.** Conform with the strictest requirements regarding safety, health and protection of the environment and the maximum prescribed standards for the use of risky, fragile, temperature effected, toxic or hazardous materials and machines
 - vi.** Do not infringe the intellectual property rights of third parties and are free of all other liens, restrictions, and claims of third parties
 - vii.** The services will have been performed with reasonable care and skill to the best UK industry standards and deliverables to a similar standard.
- 7.2.** The warranties mentioned in Clause 7.1 of these General Terms and Conditions are valid for a period of twenty-four (24) months following the acceptance. In case it is established during this warranty period that the Supplier has not respected one of the warranties, the Supplier shall at its own cost ensure the replacement, re-performance or

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repair of the respective goods or services, and this within a reasonable period of time. In case no replacement or repair is done within such reasonable period of time, or such replacement or repair would not be duly executed, WBPS shall be entitled to, at its own discretion and without prejudice to any other remedies it may have:

- i. Terminate the Contract and all pending orders under the Contract with immediate effect, without prior judicial intervention and without owing any compensation or having any liability to the Supplier, by sending a notification hereof to the Supplier in writing. In such case and where applicable, the Supplier shall fully reimburse WBPS for the part of the price that has been paid for the non-conforming goods or services, without prejudice to any other claims that WBPS may have.
- ii. Repair and/or have the goods or services repaired or re-performed at the Supplier's cost by WBPS approved contractors.
- iii. Keep the non-conforming goods or services, provided that the Supplier repays WBPS forthwith the non-conformity corresponding part of the price that has been paid by WBPS for the non-conforming goods or services.

- 7.3.** In case of repair, the abovementioned warranty period shall be suspended during the entire period of repair. In case of replacement or re-performance, a new warranty period of twenty-four (24) months shall start upon the moment of replacement or re-performance.
- 7.4.** The Supplier warrants that it will always apply and maintains quality assurance measures regarding the delivered goods and service. In this framework the Supplier shall use a quality management system that conforms with the DIN EN ISO 9001:2015 standard or with any other applicable or relevant quality standard, as the case may be. At WBPS's first request, the Supplier shall provide WBPS with evidence that these quality assurance requirements have been met.
- 7.5.** Upon delivery of goods or services on the WBPS designated location, the Supplier and its personnel and subcontractors are obliged to strictly respect the rules and guidelines applicable to that location regarding safety and health. The Supplier shall ensure that its personnel and subcontractors are aware of these rules and guidelines and follow regular trainings regarding safety and health. WBPS reserves the right to refuse access or to ask the Supplier, its personnel, or subcontractors to leave the premises immediately in case the rules and guidelines regarding safety and health are not respected. All additional costs that may be incurred as a result thereof shall be borne by the Supplier.
- 7.6.** The Supplier engages itself to exercise due diligence and management controls to ensure compliance with safety, health and environmental requirements relating to the goods and services delivered. Only the Supplier shall be liable for any damage that would be brought to the environment as a result of use, handling, processing, transporting or storing of the goods or performance of the services. All warranties relating to the environment are valid for unlimited duration.
- 7.7.** The Supplier explicitly warrants to have fulfilled and to continue to fulfil all obligations following from European Regulation 1907/2006 concerning the registration, evaluation, authorisation, and restriction of chemicals (REACH), as well as following from the UK REACH regime, as implemented in the UK via the EU Withdrawal Act 2018, The REACH etc. (Amendment etc.) (EU Exit) Regulations 2019, or any other national UK Acts ("**(UK) REACH**"). Unless explicitly agreed otherwise, WBPS shall have no obligation under (UK) REACH and WBPS shall not be considered as the importer or the only representative of the Supplier under (UK) REACH. At first request of WBPS, the Supplier shall provide WBPS with all necessary information regarding the chemical composition of the goods (substances, preparations, mixtures, alloys, Clauses, or goods), including all safety information and information concerning the registration or pre-registration of the goods. The Supplier shall include any identified use notified by WBPS in writing, and that is reasonably acceptable, in the (UK) REACH registration. The Supplier shall immediately inform WBPS of substances of very high concern that would be part of the goods and, where applicable, do all the necessary to obtain the necessary authorisations. The Supplier shall keep all information that could be necessary to fulfil the obligations under (UK) REACH for a period of at least ten (10) years following the date on which the goods were last manufactured, imported or delivered by the Supplier.

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- 7.8.** The Supplier declares to conduct its business in an ethical, correct, transparent, reliable, and socially responsible manner and guarantees that neither it, nor its personnel or subcontractors, are engaged in any discrimination, violation of human rights, corruption, violation of antitrust law, child labour, forced labour, slavery or other insufficient working conditions and must be able to document such adherence to WBPS at first request of WBPS.
- 7.9.** The Supplier guarantees that in the framework of delivery of goods and services to WBPS, it shall only engage personnel or subcontractors that possess the necessary degree of professionalism, qualification, and experience. The Supplier shall be the only one to exercise authority and supervision with regards to the personnel it engages and is the only one responsible for compliance with all social rights obligations relating to such personnel.
- 7.10.** In case of an infringement by the Supplier of any warranty mentioned in this Clause, the Supplier shall promptly inform WBPS thereof in writing.
- 7.11.** The warranties mentioned in this Clause shall continue to exist, irrespective of any inspection, audit, acceptance or payment of the delivered goods or services by WBPS. Unless in case of prior written consent of WBPS, the Supplier cannot limit these warranties in any way. This Clause is without prejudice to the rights of WBPS in case of hidden defects and otherwise generally in law so that the above are not restrictive of the recovery of loss suffered by WBPS.

Clause 8 - Liability

- 8.1.** Supplier shall fully indemnify and hold WBPS harmless against any and all loss, damage, liability, expenses or cost, including, but without being limited to damage to customers, personnel or property of WBPS, damage to the environment and damage suffered by third parties, that directly or indirectly result from allegations of:
- i.** A defect in the delivered goods or services
 - ii.** The non-compliance by the Supplier of the quantities, the time or schedule of delivery or any other modality of packing, sending and delivery mentioned in the purchase order
 - iii.** An infringement by the Supplier of the warranties described in Clauses 7.1 to 7.9 of these General Terms and Conditions
 - iv.** Any negligence or tort by the Supplier
 - v.** An infringement by the Supplier of the rights of third parties, including, but without being limited to intellectual property rights
- 8.2.** An infringement by the Supplier of any other provision of these General Terms and Conditions, the Contract or any applicable law
- 8.3.** This indemnification obligation also extends to all reasonable costs incurred as a result of the involvement of advisers, lawyers, attorneys or experts, as well as costs related to recovery, settlement or judgment and administrative costs.
- 8.4.** The indemnification obligation is without prejudice and cumulative to the right of WBPS to make use of any other remedy it may have in accordance with these General Terms and Conditions, the Contract or applicable law.
- 8.5.** The extent of WBPS' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.
- 8.6.** Subject to clause 8.9, the WBPS' total liability shall not exceed the price payable under the Contract.
- 8.7.** Subject to clause 8.9, WBPS shall not be liable for consequential, indirect, or special losses.
- 8.8.** Subject to clause 8.9, WBPS shall not be liable for any of the following (whether direct or indirect):
- i.** loss of profit
 - ii.** loss of revenue

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- iii. loss of data
 - iv. loss of use
 - v. loss of production
 - vi. loss of contract
 - vii. loss of commercial opportunity
 - viii. loss of savings, discount, or rebate (whether actual or anticipated)
 - ix. harm to reputation or loss of goodwill; and
 - x. loss of business
- 8.9.** Notwithstanding clauses 8.6 and 8.7, and without limiting WBPS's entitlement to recover other types of loss, the parties agree that WBPS may recover the following from the Supplier as direct loss:
- i. the cost of selecting, procuring, installing, and testing replacement goods or services
 - ii. wasted expenditure or unnecessary charges incurred by WBPS (including regulatory fines)
 - iii. liability to third parties (including customers); and
 - iv. the cost of rectifying lost or damaged data
- 8.10.** Notwithstanding any other provision of the Contract, the liability of WBPS shall not be limited in any way in respect of the following:
- i. death or personal injury caused by negligence
 - ii. fraud or fraudulent misrepresentation
 - iii. any other losses which cannot be excluded or limited by applicable law
 - iv. any other losses caused by intentional default
- 8.11.** The Supplier shall indemnify and keep indemnified WBPS against any claims, liabilities, costs, and expenses incurred due to TUPE arising in any way from termination of the Contract.

Clause 9 – Force Majeure

- 9.1.** A party cannot be held liable for any delay or non-execution of its obligations under these General Terms and Conditions or the Contract in as far as this delay or non-execution would be the result of unforeseeable circumstances over which this party reasonably does not have any control, including, without being limited to natural disasters, sabotage, fire, explosion, flood, pandemic, acts of government or war (hereinafter "Situation of Force Majeure"). The impossibility of the Supplier to perform as a result of insolvency, lack of financial means, changes in costs or availability of materials shall not be considered as a Situation of Force Majeure.
- 9.2.** The party invoking a Situation of Force Majeure shall immediately inform the other party in writing about the nature and the expected impact of the Situation of Force Majeure. Parties shall hold good faith discussion as to how to limit the impact of the Situation of Force Majeure. For example, the performance of the obligations of the Party concerned may be suspended for the duration of the delay caused by the Situation of Force Majeure and the period of performance may be extended for an equal period without any penalty. As soon as the Situation of Force Majeure has been remedied, the party invoking the Situation of Force Majeure shall reassume its obligations. The Supplier shall in any case give the highest priority to the orders of WBPS in case of the allocation of available capacity during or following the occurrence of a Situation of Force Majeure. Should a Situation of Force Majeure last for more than two (2) months and parties have not been able to find an equitable solution to remedy the consequence of the Situation of Force Majeure, the non-affected party shall have the right to terminate the Contract upon written notice to the other party.

Clause 10 – Intellectual Property

- 10.1.** All intellectual property rights relating to results developed and/or obtained as part of the performance of the Contract, regardless of the nature of such results, such as technical information and/or solutions, analyses, simulations, models, strategies, visuals, databases, software (including documented source codes), tooling and equipment, test results, as well as all of the documentation associated therewith, are hereby transferred without additional compensation by the Supplier to WBPS, who accepts, as from the date of creation in all countries for a

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period limited to the duration of the applicable intellectual property or proprietary rights. The Supplier hereby warrants and declares to be fully entitled to agree to such transfer and shall execute such documents as WBPS may require to give effect to this clause. Insofar as the Supplier would be able to invoke moral rights relating to the results, if any, the Supplier hereby also forsakes exercising such moral rights.

- 10.2.** To the extent that WBPS provides its prior written consent to the Supplier to use WBPS's intellectual property or proprietary rights, the Supplier will use them strictly in accordance with WBPS's instructions.

Clause 11 - Confidentiality

- 11.1.** The Supplier covenants to treat all information, documents, samples, drawings, trade secrets, prices and personal data received from WBPS under the Contract by any means, as strictly confidential, irrespective of whether this information, documents, samples, drawings, trade secrets, prices or personal data have been explicitly marked as confidential or are covered by any intellectual property right, except if the Supplier can show that the information:
- i.** Is publicly available at the moment of disclosure, without any confidentiality obligation being breached by the Supplier
 - ii.** Was already rightfully in the possession of or received by the Supplier at the moment WBPS disclosed it, without any confidentiality obligation being breached by the Supplier
 - iii.** Was developed in an independent manner by the Supplier
- 11.2.** The Supplier shall use the confidential information only for the purpose of execution of the Contract and shall not communicate it to third parties, unless upon WBPS's prior written consent. The Supplier will only disclose the confidential information to persons on a need to know basis and ensure that all these persons are bound by confidentiality obligations not less stringent than those contained in this Clause.
- 11.3.** The confidentiality obligations mentioned in Clauses 11.1 and 11.2 are valid during the entire duration of the Contract and for a period of five (5) years following the end thereof.
- 11.4.** If the Supplier is obliged by law or by the order of any court or regulatory authority to disclose confidential information, the Supplier will inform WBPS thereof immediately, will restrict disclosure to the minimum required and will clearly communicate that the disclosed information is of a confidential nature.
- 11.5.** Confidential information shall at all times remain the exclusive property of WBPS.

Clause 12 - Privacy

- 12.1.** In case the performance of the Contract would entail the processing of personal data by the Supplier on behalf of WBPS, such processing shall at all times happen in accordance with all relevant national and international data protection laws and regulations. The Supplier shall merely act as a data processor and WBPS shall remain data controller at all times. Where relevant, the parties shall conclude a separate Data Processing Agreement in which their respective rights and obligations in relation to such data processing are further detailed and pending such the provisions of this clause 12 and any privacy policy on the WBPS website shall apply.
- 12.2.** The Supplier guarantees to implement appropriate technical and organizational measures to protect the personal data against unauthorized disclosure of or access to such data and against accidental or unlawful destruction, loss or alteration and to safeguard the rights of the data subject. The Supplier shall strictly limit access to the personal data to personnel and subcontractors on a need-to-know basis in the framework of the performance of the Contract. In case of a security incident, the Supplier must immediately notify WBPS thereof in writing and take all necessary measures to investigate and remedy the effects of such security incident.
- 12.3.** The Supplier shall only collect, process and store personal data on behalf of WBPS for the purpose indicated by WBPS and on WBPS's documented instructions. The Supplier shall not collect, process, or store more data than necessary for the indicated purposes. The Supplier shall provide WBPS with all necessary assistance to allow WBPS to timely respond to requests by the data subjects to exercise their rights of access, rectification, or erasure. The

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Supplier shall not transfer any personal data processed on behalf of WBPS to a third country without the prior written consent of WBPS.

- 12.4.** The Supplier shall not process or retain any personal data for longer than necessary for the purpose of the processing as indicated by WBPS. After the end of the data processing on behalf of WBPS, the Supplier shall, at the choice of WBPS, return all personal data and any copies thereof to the WBPS or delete these data from its systems and confirm such deletion to WBPS in writing.
- 12.5.** The Supplier shall not enlist any sub-processor without the prior written consent of WBPS. Any agreed sub-processors shall be bound to the Supplier through an agreement containing not less stringent obligations for the sub-processor vis-à-vis the Supplier than the obligations contained in this Clause of the Supplier vis-à-vis WBPS.
- 12.6.** Nothing in these General Terms and Conditions shall affect the statutory rights of data subjects.

Clause 13 - Termination

- 13.1.** Unless explicitly agreed otherwise, the Contract shall automatically end when the goods or services ordered under the Contract are completely delivered by the Supplier.
- 13.2.** At all times WBPS has the right to terminate the Contract, or one or more pending orders under the Contract, in writing, with respect of a notice period of thirty (30) days.
- 13.3.** At all times WBPS has the right to terminate the Contract, and any pending orders under the Contract, without prior judicial intervention and without owing any compensation or having liability to the Supplier, by sending a notification hereof to the Supplier in writing, in case, the Supplier:
- i.** is in breach of one of the provisions of these General Terms and Conditions or the Contract, and has not duly remedied this breach within fifteen (15) days following a written notice hereto by WBPS
 - ii.** has declared/represented by its action or inaction/ material or data that it will not, or will no longer, fulfil all or any of its obligations under the General Terms and Conditions or the Contract
 - iii.** has shown signs of insolvency or insufficient financial means
 - iv.** stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so
 - v.** is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Customer reasonably believes that to be the case
 - vi.** becomes the subject of a company or individual voluntary arrangement under the Insolvency Act 1986
 - vii.** becomes subject to a moratorium under Part A1 of the Insolvency Act 1986
 - viii.** becomes subject to a restructuring plan under Part 26A of the Companies Act 2006
 - ix.** becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006
 - x.** has a receiver, manager, administrator, or administrative receiver appointed over all or any part of its undertaking, assets or income
 - xi.** has a resolution passed for its winding up
 - xii.** has a petition presented to any court for its winding up, bankruptcy or an application is made for an administration order, or any winding-up, bankruptcy or administration order is made against it
 - xiii.** is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced
 - xiv.** has a freezing order made against it
 - xv.** has filed for Chapter 11 protection in the USA
 - xvi.** is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items
 - xvii.** is subject to any events or circumstances analogous to any of those in the rest of clause 13.3 in any jurisdiction.
- 13.4.** In case of early termination of the Contract, for whatever reason, the Supplier shall immediately cease all activities for WBPS. All goods and services that have been delivered by the Supplier to WBPS in conformity with the

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specifications of the Contract shall be paid by WBPS, without any payment obligation in the event of termination being able to exceed the obligation WBPS would have had in absence of termination of the Contract. WBPS shall not be liable towards the Supplier, directly or on account of claims by Supplier's subcontractors, for any other alleged or actual losses or costs. In case WBPS would already have paid for goods and services that have not yet been delivered at the moment of termination, the Supplier shall promptly reimburse WBPS for the price that has already been paid.

- 13.5.** Upon termination, the Supplier shall, at simple request of WBPS, promptly either return all information, documents, samples, drawings, and personal data that it has received from WBPS to WBPS, or destroy such information, documents, samples, drawings and personal data and confirm such destruction in writing to WBPS.
- 13.6.** Notwithstanding the termination of the Contract, for whatever reason, the provisions of the Contract intended to survive its termination shall remain in full force and effect after the termination. The provisions surviving termination shall include, without being limited to Clause 7 (Warranties), Clause 8 (Liability), Clause 11 (Confidentiality), Clause 12 (Privacy) and 14 (Insurance) of these General Terms and Conditions.

Clause 14 - Insurance

- 14.1.** The Supplier declares to have concluded all necessary insurances, including, without being limited to, an insurance for civil liability, professional indemnity and product liability insurance, with a renowned insurance company, to adequately cover all liabilities that are inherent to and customary for exercising the type of activity in the domain in which the Supplier is active and any minimum cover notified by WBPS were required by its relevant customer. The Supplier shall ensure that these insurances remain valid at least for the entire duration of the Contract, the warranty period and as to professional indemnity insurance for 6 years thereafter.
- 14.2.** At first request and at the latest within thirty (30) days following such request, the Supplier provides WBPS with a copy of the insurance policies or insurance certificates that evidence that the Supplier has fulfilled the requirements of Clause 14.1.

Clause 15 – Inspection and Audit

- 15.1.** During the term of the Contract, WBPS or a third party appointed hereto by WBPS, has the right to enter the premises of the Supplier or the subcontractors of the Supplier, with the purpose of establishing whether the Supplier respects its obligations under these General Terms and Conditions or the Contract. Such inspection or audit can only be performed during normal office hours and under the condition that prior written notice is given to the Supplier.
- 15.2.** The Supplier shall fully cooperate with the inspection or audit. More in particular, the Supplier shall provide WBPS or a third party appointed hereto by WBPS with access to each location, installation, documentation or information that may be useful in the framework of the inspection or audit or that is reasonably requested by WBPS or the third party appointed by WBPS.
- 15.3.** During the inspection or audit, WBPS or the third party appointed by WBPS, shall be entitled to take samples of the goods to be delivered, irrespective of whether these goods have already been completed or are still in the process of being manufactured, to verify whether these goods fulfil the conditions of the Contract. However, such sampling does not relieve the Supplier from its obligation to test and inspect the quality of the goods.
- 15.4.** In case irregularities are established during the inspection or audit, the Supplier shall promptly take all necessary action to remedy such irregularities, if the case may be in accordance with the guidelines of WBPS or the third party appointed hereto by WBPS. The costs of the inspection or audit shall in such case be fully borne by the Supplier.

Clause 16 – Assignment or Subcontracting

- 16.1.** The Supplier shall not assign, delegate, or subcontract any of its rights or obligations under the Contract to a third party without the prior written consent of WBPS. Notwithstanding any assignment, delegation or subcontracting, the Supplier shall remain fully responsible for the goods and services delivered, including, without being limited to all related warranties. The Supplier shall remain fully responsible for the actions and activities of its subcontractors, including compliance with these General Terms and Conditions and the Contract. The Supplier guarantees that each subcontractor is informed about and agrees to the relevant provisions of these General Terms and Conditions and the Contract.
- 16.2.** WBPS shall, at its own discretion, have the right to assign, delegate or subcontract any of its rights or obligations under the Contract, including, without being limited to any of its affiliates from time to time.

Clause 17 – Relationship between the parties

- 17.1.** WBPS and the Supplier are independent contracting parties and no provision of these General Terms and Conditions, or the Contract can be interpreted as an agreement to constitute an undertaking, a joint venture, partnership or an association, or to make one party the agent or legal representative of the other party. These General Terms and Conditions do not grant either party an authorisation to engage in any obligation in name or on behalf of the other party.
- 17.2.** The Supplier is sole responsible for carrying the costs and risks related to its activities, including, but not limited to social security expenses, taxes, and insurance premiums. WBPS shall have no responsibility towards the personnel or subcontractors of the Supplier.

Clause 18 – General Provisions

- 18.1.** No default or negligence by a party to enforce its rights under these General Terms and Conditions or the Contract can be interpreted as a waiver by that party of its rights under these General Terms and Conditions or the Contract. Each waiver of rights must be explicit and in writing.
- 18.2.** In case any provision of these General Terms and Conditions or the Contract, in whole or in part, is found to be invalid or unenforceable, this shall have no effect on the validity or enforceability of the other provisions of these General Terms and Conditions or the Contract. Both parties shall in such case replace the invalid or unenforceable provision(s) or the parts thereof, by (a) new provision(s) that corresponds as closely as possible to the original intention of the parties.
- 18.3.** In the event of a dispute arising out of or relating to this Agreement or any Contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the London Court of International Arbitration (**LCIA**) Mediation Rules, which Rules are deemed to be incorporated by reference into this clause.
- 18.4.** If the dispute is not settled by mediation within 20 Business Days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.
- 18.5.** The language to be used in the mediation and in the arbitration shall be English.
- 18.6.** The governing law of the contract shall be the substantive law of England.
- 18.7.** In any arbitration commenced pursuant to this clause,
- i.** the number of arbitrators shall be one; and
 - ii.** the seat, or legal place, of arbitration shall be London, UK.

Terms and Conditions of Purchase

Clause 19 – Applicable Law & Jurisdiction

- 19.1.** The Contract between the parties, as well as these General Terms and Conditions, shall exclusively be governed by and interpreted in accordance with English law.
- 19.2.** Only the courts of England, shall have jurisdiction to rule on any dispute concerning the validity, the interpretation, the execution or the termination of these General Terms and Conditions or the Contract, without prejudice to any overseas enforcement that may be needed of any English judgment.