



# GENERAL TERMS OF PURCHASE FOR THE UNITED KINGDOM

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ISSUED BY: J. KUPPENS	

## 1. OBJECT / GENERAL TERMS

The relationship between the “Buyer or Purchaser” and the “Seller or Supplier” shall be governed by these General Terms and Conditions and, if necessary, by any other specific terms that may be agreed by the Purchaser and Supplier in writing (the “Contract” or the “Purchase Order”). The Purchaser reserves the right to update these General Terms of Purchase by posting an updated version at [www.grupoantolin.com](http://www.grupoantolin.com). For all Contracts or Purchase Orders entered into after the date of such posting such updated version of the General Terms and Conditions shall apply. It is the Supplier’s responsibility to ensure it obtains the up to date version of the General Terms and Conditions before it enters into any Contract or Purchase Order. A change in any terms (including an update to the General Terms and Conditions) that are applicable to an existing Contract or Purchase Order, will require a written agreement of both parties.

In the event of a conflict, contradiction or ambiguity between these General Terms of Purchase and any specific terms contractually established, the latter will prevail over the former. Furthermore, these General Terms of Purchase apply to the Contract to the exclusion of any General Terms of Sale applied by the Supplier, or any conditions or specifications that the Supplier has included in its delivery slips, invoices or other documents exchanged by the Parties or which are implied by trade, custom, practice or course of dealing which are not expressly accepted by the Purchaser. Consequently, the Supplier hereby freely waives the rights of the foregoing in the event of a conflict. References in these General Terms of Purchase to “goods” and “products” are used interchangeably.

## 2. CONFORMITY ON THE PURCHASER’S REQUIREMENTS

The Supplier is obligated to comply with the terms, conditions and instructions that come with the Purchase Order and with these General Terms of Purchase, including but not limit to technical and quality specifications, range, studies, plans, drawings, or anything else.

The Supplier is obligated to comply with the MP01 Suppliers Manual of Grupo Antolin and to be up to date and in possession of any future versions thereof, to include the Specific Requirements of the Grupo Antolin (CSR), available at [www.grupoantolin.com](http://www.grupoantolin.com). Any deviation from said documents will be notified in writing by the Supplier before the Contract is awarded. These deviations will not be accepted unless the Purchaser has provided written confirmation.

The Supplier shall enter the composition details of the products supplied, in the IMDS (International Material Data System) computer application, at [www.mdsystem.com](http://www.mdsystem.com). The foregoing will constitute a prior requirement for the presentation of Initial Samples.

If applicable, the Supplier shall comply with the European regulation REACH 1907/2006 CE and/or any other rule complementing, amending or replacing the same; furthermore, the Supplier shall guarantee compliance with the MINERAL CONFLICT POLICY OF GRUPO ANTOLIN, based on the Dodd-Frank Wall Street Reform and Consumer Protection Act, of 22 of August, 2012 (USA), and/or any rule complementing, amending or replacing the same, undertaking to provide information on the use and source of these minerals and to ensure that this is fulfilled by its supply chain.

The Supplier acknowledges that it assumes all responsibility for ensuring, at its sole cost, that all testing and analysis as is needed to meet IATF 16949 requirements or any other quality certification or other standards that the Purchaser’s customers or the Purchaser requires on parts, components, materials, systems and processes incorporating or involving any product sold by the Supplier to the Purchaser hereunder will be properly completed, and satisfied, whether or not the Supplier is or has been certified as meeting such certification requirements separately from the Purchase Order.



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The Supplier shall provide the Purchaser with any financial data it may request, to verify and/or guarantee the Supplier's solvency and, consequently, the adequate performance of the Contract.

### 3. ORIGINAL EQUIPMENT MANUFACTURER ("OEM") REQUIREMENTS

When the OEM Customer directs the Purchaser in the utilization of goods, materials and/or components and/or services provided by a directed Supplier, the Supplier (i) acknowledges that it is the responsibility of the Supplier to obtain and to fully understand the requirements of the technical and quality specifications, drawings, instructions, descriptions and samples furnished or specified by the OEM Customer and to ensure that such goods, materials and/or components and/or services provided by the Supplier strictly conform with such technical and quality specifications, drawings, instructions, descriptions and samples so furnished or specified by the OEM Customer; and (ii) shall comply with the terms and conditions of any purchase order or other agreement received by the Purchaser from a third party (which is referred to herein as "OEM Customer" and whose order or other agreement referred to herein as "OEM Purchase Order") whereby the Purchaser agrees to supply to the OEM Customer, or incorporated into goods supplied to OEM Customer, goods or services. The Purchaser may, from time to time, supply the Supplier with information regarding OEM Purchase Orders, but, in any event, the Supplier shall be responsible for ascertaining any terms or conditions contained in OEM Purchase Orders that may affect the Supplier's obligations hereunder. Without restricting the foregoing, the Supplier shall take such steps, provide such disclosure and do all things as may be necessary or desirable and within its control to enable the Purchaser to meet Purchaser's obligations to OEM Customers under OEM Purchase Orders. In the event the Purchaser reduces its price for goods or services during the term of the Purchase Order, the Supplier simultaneously shall reduce its price for its components goods or services correspondingly. If there is any conflict between this paragraph and any other paragraph of this document, the Purchaser shall have the right to have the provisions of this paragraph prevail. Regardless of any dispute between the Purchaser and the Supplier, the Supplier agrees to use his best efforts to cooperate with the Purchaser and the Purchaser's OEM Customer in the event of any dispute between the Purchaser and the Purchaser's OEM Customer relating any way to the applicable goods or services provided or sold to the Purchaser by the Supplier.

### 4. ACCEPTANCE OF THE CONTRACT

All Contracts and their acceptance, including any other transactions or modifications, shall be in writing.

These documents may also be issued by remote and electronic means or by any other channel providing acknowledgement of receipt.

Along with the Contract, the Purchaser will make available to the Supplier (which may be by posting via a link to [www.grupoantolin.com](http://www.grupoantolin.com)), or will send a copy of, the General Terms of Purchase. The Contract will incorporate the General Terms of Purchase.

The Supplier accepts and acknowledges that the Purchaser will be making commitments to its customers in reliance on the Supplier's ability to provide its goods and/or services throughout the Contract or until end of production (as applicable) and such ability shall comprise a fundamental condition of the Contract.

To accept the Contract, a duly signed copy or electronically accepted shall be sent by the Supplier to the Purchaser within 15 days of receipt of the Purchase Order from the Purchaser.

Notwithstanding to the foregoing, the Supplier's performance of the Contract (or part thereof) or the acceptance of payment for any part of the goods or services, will constitute total acceptance thereof and will exclude any indication to the contrary not confirmed in a written acceptance by the Purchaser.



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The Supplier's express or tacit acceptance of a Contract constitutes its acceptance of these General Terms of Purchase and conformity with the Purchaser's requirements mentioned in condition 2 above.

The Purchaser reserves the right to cancel the Contract, if the Supplier does not accept it in writing within 15 days of Purchase Order issue or, at any time prior to Supplier's acceptance.

## 5. DELIVERY SCHEDULES

All deliveries will be carried out in accordance with the amounts and dates specified in the delivery schedules provided by the Purchaser. The Purchaser will not be obligated to pay for any products or services that exceed the amounts specified in the delivery schedules. Unless expressly indicated in the Contract in detail, all transportation costs will be borne by the Supplier.

The Purchaser, may periodically and in a reasonable manner change the delivery schedules, by providing written notice to the Supplier with sufficient time depending on the change proposed, or may order a provisional suspension of scheduled deliveries, without this entailing a change in the price or in the terms and conditions of the Contract, or entitling the Supplier to any indemnification whatsoever in respect of costs/expenses incurred.

The Supplier will be responsible for maintaining the back-up stock established by the Purchaser in its Purchase Orders.

## 6. DELIVERY

The delivery deadline of the relevant order will be the one established in the Contract's delivery schedule.

All delivery deadlines are binding, mandatory and essential, and must be strictly met. No deliveries will be accepted before the deadlines agreed; if such deliveries are received, the Purchaser will be entitled to return any products at the Supplier's costs received from the Supplier prior to the date agreed or, if it prefers, to accept them, albeit charging the Supplier for any storage costs or any other kind of costs incurred.

The Purchaser will not be obligated to accept partial deliveries. Nevertheless, if the Purchaser accepts a partial delivery, the Purchase Order shall not be finalized until the whole fulfilment of its delivery schedule.

The Purchaser reserves the right to terminate any order in whole or in part, not delivered in accordance with the Contract terms and by the relevant deadline, and the Purchaser may bring a claim against the Supplier for any loss and damage caused by this delay.

Furthermore, if delivery deadlines are not met, the Purchaser may impose upon the Supplier liquidated damages equivalent to 1% of the annual price of the Purchase Order for each day's delay up to a maximum of the total annual price.

Should the Purchaser's customers impose any liquidated damages, as specified in the OEM Purchase Order, on the Purchaser arising from the Supplier's failure to meet the delivery deadlines, the Purchaser will charge these liquidated damages to the Supplier in addition to the liquidated damages referred to above.

The parties confirm that such liquidated damages are reasonable and proportionate to protect the Purchaser's legitimate interest in performance of the Contract by the Supplier and are a genuine pre-estimate of the damages suffered by the Purchaser in respect of late delivery.



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## 7. AMENDMENTS

The Supplier may not modify the product, investment/property or service referred to in the Contract (including any change or modifications in its specifications, design or materials), the production processes and/or manufacturing site, without the Purchaser's prior written consent.

## 8. DELIVERIES

All materials will be adequately packaged and sent in accordance with standard requirements applied to ordinary carriers, in such a way that the protection of the goods is guaranteed with a minimum transportation cost, and without this generating additional expenses to the Purchaser, unless otherwise agreed in the Contract. The Supplier shall insure the goods in transit, unless otherwise agreed in the Contract.

The Supplier will duly mark each parcel according to the Logistic Terms established by the Purchaser, including the addressee's name.

If several parcels constitute a single delivery, each parcel will also be correlatively numbered, in which case the parcel containing the delivery note will be clearly indicated. This delivery note will describe all the specifications included in the Contract (date, order number, issuer, applicant, amount, reference and product or service name, etc.).

Certificate of origin: Depending on the commercial agreements in force, the exporting Supplier, at the Purchaser's request, will provide any certificates of origin that are deemed necessary by the Purchaser or its customers.

As the case may be, the Supplier will include in each delivery any documentation that is legally necessary and associated to the products and/or services, and any documentation requested by the Purchaser based on the requirements established. This documentation will be updated and will accurately correspond to the products and/or services; the Supplier must ensure that the documents correspond and are updated.

## 9. INSPECTION

The inspection of any merchandise (weight, amount and quality) will take place at the destination point or at the Supplier's own address, if the Purchaser deems this adequate. At the Purchaser's prior request, the Supplier will allow access to its facilities and to its suppliers' premises, to the Purchaser and/or the latter's own customers.

A signature or stamp of unloaded merchandise will not constitute a final acceptance, but just that the Supplier has fulfilled its delivery obligation.

A return of inadequate merchandise will be delivered on a "freight collect" basis, and is the Supplier's responsibility to immediately replace the merchandise and pay the freight costs as well as reimbursement for all damages incurred by the Purchaser. These replacements will be invoiced as new deliveries, and no substitution or credit notes will be allowed, unless this is expressly requested by the Purchaser.

Any differences in amount and hidden/apparent defects or vices in the merchandise received may be reported by the Purchaser both upon receipt and at any time thereafter, within the legal timeframe, even if the invoices have already been settled. Furthermore, the Supplier will be liable for warranty of title over the merchandise.



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The Suppliers of machines and/or equipment must provide the Purchaser with:

- Drawing of the Construction Project and CAD data (Assembly and breakdown)
- 2 Utilisation instruction Manuals
- At least a manual containing complete schematics, drawings, parts lists, specifications, sources of supply and complete service/test instructions
- Preventive Provisional Maintenance Conditions and a list of part that subject to wearing
- First Sample Reports and Capability Studies (for the Manufacturing Means)
- Additional documentation as requested in the Technical Specifications.

Any engineering design by the Supplier with regard to products, tooling, equipment or special machines sold to, or furnished or paid for by the Purchase must fulfil specifications from the Purchaser and any change requires the prior written approval of the Purchaser. The Supplier will furnish the Purchaser with a certificate of Insurance for personal and property liability prior to proceeding with work in the Purchaser's premises

## 10. SPARE PARTS

The Supplier shall deliver spare parts at the same price at which the series has been supplied, over a twenty-year period, unless otherwise agreed in writing.

In the case of a specific investment attached to a project/vehicle (molds, cutting dies, etc.) it is the Supplier's responsibility to provide the non-standard component parts during the life of the project.

In the case of capacitive investments (presses, injection molding machines, etc.) it is the Supplier's responsibility to provide the non-standard component parts during the life of the project.

In either case, once the installation is delivered, the Supplier will hand over the necessary documentation to enable the manufacturing of specific spare parts.

## 11. TERMS AND CONDITIONS OF PAYMENT

The goods and services shall be furnished at a price set forth on the face of the Purchase Order. Unless otherwise stated, prices are final, and no additional charges, surcharges, premiums or additional charges of any type (including, but not limited to, all shipping, packaging, labelling, custom duties, taxes, tariffs, exchange rate increases, storage, insurance, boxing, crating, drayage or containers) shall be added without the Purchaser's written consent. Also, unless otherwise agreed, a Contract will be issued based on "fixed prices", i.e. the Purchaser will not be obliged, including during the course of contractual performance, to agree any increase in the price in the event that the Supplier incurs a higher price in labour, raw materials, services or due to customs duties, taxes, tariffs, exchange rate increases or otherwise. Supplier represents and warrants that prices are, and will remain, no less favourable to Purchaser than any price which Supplier presently, or in the future, offers to any other customer for the same or substantially similar goods or services for substantially similar quantities.

Unless otherwise agreed, all payments will be made by bank transfer on the third business day (for banking purposes) upon day 1 and 15 of each month from the date on which the invoice is issued (the invoice date will refer to the date when the Supplier has adequately supplied the goods or provided the service), being able to group invoices by fortnight or calendar month. To this effects, the deadline for the



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receipt of invoices at the Purchaser's Administration Department will be until day 5 of the month following supply of the merchandise or provision of the service.

Payment will be made in the currency expressly stated in the Purchase Order and, if no currency is noted, payment will be made in Euros.

The Purchaser's payment does not mean that the latter considers the Contract as adequately performed by the Supplier, or that it is waiving any rights it is entitled to. Furthermore, the Purchaser reserves the right to make payment through its affiliates or parent companies, or to set off any debit or credit items between these companies and the Supplier, as long as this is permitted in applicable law.

Any credit rights that may be generated in favour of the Supplier as a result of the Purchaser's orders may not be assigned to any third party without the Purchaser's express written consent. Consequently, the Purchaser will not settle the payment of any prices in favour of any third party, without the Purchaser having agreed to the assignment of the resulting credit rights in writing.

## 12. NOT USED

## 13. WARRANTY

Any current legislation on the warranty of goods, materials and/or components and/or services supplied will apply (as amended from time to time), unless other terms are agreed in the Contract.

In addition to the warranties provided for in the Purchase Order, the Supplier represents and warrants to the Purchaser as follows (a) the goods, materials and/or components and/or services provided by the Supplier strictly conform with the technical and quality specifications, drawings, instructions, advertisements, statements on contained and labels, descriptions and samples furnished or specified by the Purchaser; (b) the goods are free from defects in workmanship and material and shall be new and of the highest quality and the goods are of merchantable quality and fit for their required purpose; (c) the goods, materials and/or components or the results of the services rendered are genuine in all respects and do not infringe any industrial or intellectual property right of a third party; (d) the Supplier acknowledges that it knows the Purchaser's intended use of the goods, materials and/or components and/or services covered by the Contract and guarantees that they shall be conformed and fit to the Purchaser's objectives and shall be free from faults of defects that affect their use; (e) the Goods do not, and shall not infringe or violate any patent, trademark, copy right or other intellectual property right; (f) the Supplier has good and marketable title to the goods and all materials and/or components therein, is entitled to place them on the market, and deliver them to the Purchaser free of all security interests, liens and encumbrances; (g) the Supplier comply with the law applicable for the development of its activity; and (h) the Supplier has obtained, and will at all times maintain, all necessary licences and consents and will at all times comply with all laws in connection with the manufacturing and provision of the goods and services.

The Supplier shall remedy any manufacturing defects or any other breach, as soon as possible, by allocating its own resources on a priority basis.

If the Supplier does not immediately remedy a defect at the Purchaser's request, the latter may replace or repair the defective goods, materials, components at the Supplier's cost, if necessary, in order to guarantee the continuity of its production process (or that of its customers). In these cases, any costs incurred in this replacement/repair will be invoiced to the Supplier and may be set off against any sum due to the Supplier.



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In the event of a set-off, the Supplier may ascertain the authenticity of the Purchaser's claim for a period of ten (10) days, before making the set-off.

Furthermore, the Supplier will pay for any additional costs that arise from or are related to remedying the defects, including but not limited to, repair or replacement, transportation, assembly and dismantling costs, administrative costs and handling expenses, as well as any other costs related to remedying the defect (its own costs, the Purchaser's costs, and those of the OEM).

For the avoidance of doubt the Purchaser's contractual rights are in addition to any rights and remedies it may have implied by law. Notwithstanding applicable laws, when it comes to product's warranties, investments or supplied services, unless otherwise agreed in writing, there will be a sixty (60) month warranty period, beginning when the end product is made available to the final user, covering the placement of the Supplier's product in the end vehicle; if the Supplier has agreed with the Purchaser's customer on a different warranty period, this will be irrefutably authentically confirmed upon receipt of the Contract.

In relation to any products unable to be used during inspection and remedy of a defective Product, the warranty period will be extended for the same period of time during which the Product could not be used.

For the delivery of spare parts, if a repaired product evidences the same defect that was repaired, or a defect resulting from its repair, the warranty term will start again.

Without prejudice to the Purchaser's other rights, in the event of any non-conformity of the goods, materials, components and/or services the Supplier will: (i) notify the Purchaser of any non-conformity of the goods materials, components and/or services immediately upon becoming aware of the same, (ii) fully co-operate with the Purchaser and, to the extent the Purchaser requires, any other party (including the Purchaser's customer (including any OEM) and any government authority/regulator) in connection with any non-conformity of the goods materials, components and/or services; (iii) promptly take such action as the Purchaser may require; and (iv) be liable for all costs and expenses incurred by the Purchaser (including those of and/or imposed by the Purchaser's customer, (including any OEM) in respect of the non-conformity of the goods materials, components and/or services (including to remedy the non-conformity in the goods materials, components and/or services).

The Supplier shall, throughout the warranty term, hold the Purchaser harmless, indemnify and keep the Purchaser indemnified against any suit, complaint, claim, campaign or other action, damages, costs and expenses (including legal and other professional fees) which are suffered or incurred by the Purchaser (and which may include costs of the Purchaser's customer (including any OEM) that arise directly or indirectly from (i) any failure or breach of the warranties in this condition 13; (ii) any manufacturing failure and/or defect in the merchandise, attributable to the Supplier, and (iii) any other obligation undertaken by the Supplier under this agreement.

#### **14. LIABILITY FOR DEFECTIVE PRODUCTS / INDEMNIFICATION / INSURANCE**

The Supplier hereby agrees to indemnify, keep indemnified and to hold the Purchaser harmless against any claims or suits brought for personal injury or damage, including lost profit, suffered by any person or property, resulting from the performance of this agreement by the Supplier, its employees, agents, subcontractors or representatives.

The Supplier hereby agrees to keep in full force and effect, at its own cost and at no expense for the Purchaser, insurance covering material damage, personal injury and third party civil liability, including civil liability for defective products and recall insurance thereof, for a minimum amount and coverage that are adequate in the performance circumstances required by this agreement. The Purchaser is entitled to



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require the Supplier an insurance certificate issued by the insurance company detailing the scope of the insurance coverages.

## 15. PURCHASER'S PROPERTY AND BAILED PROPERTY

All property paid for by the Purchaser (tools, containers, etc.), including their design and/or industrial property rights, if any, will be legally owned by the Purchaser, unless otherwise expressly agreed in writing.

The Purchaser may supply said property to the Supplier on loan for use, to perform a supply contract.

The Supplier will bear the full cost of any maintenance, conservation, custody and replacement of these specific properties. The life of any specific property will be, at least, the same as the life of their components, spare parts included.

Specific property or goods on loan by the Purchaser, may not be transferred, transformed or destroyed without the Purchaser's written consent. At the Purchaser's request, the Supplier will indicate the location of such property, which will at all times be available to the Purchaser, clearly identified as the Purchaser's property and delivered to the Purchaser at first request.

If the Supplier, duly authorised by the Purchaser has entrusted a third party with the manufacturing of such specific property, or if they remain on the third party's premises for the manufacturing of products or components covered by the Contract, the Supplier undertakes to execute a contract with such third party, granting the same rights to the Purchaser over the specific property as the ones foreseen in this clause.

The Supplier bears all responsibility for loss of and damage to any property, in the Supplier's possession or under its control, owned by the Purchaser or delivered by Purchaser.

The Supplier is obligated to insure, at the Purchaser's satisfaction, any specific property assigned on loan for use or as deposit at its replacement value. The Supplier must deliver a copy of these insurance policies, at the Purchaser's request.

Any seizure ordered against the Supplier by a third party, attempting to encumber the specific property loaned for use in its favour, must be notified in writing by the Supplier to the Purchaser. If the attachment has been seizure despite the Supplier's challenge, it will immediately inform the Purchaser in order to enable the latter to uphold its rights. In no event will such specific property be included in the Supplier's assets as its own goods.

The Supplier will bear the responsibility and cost of any component supply, checks, measurements and any tests and trials that may be necessary to guarantee that plans and specifications are followed.

The Purchaser reserves the right to acquire, at any time, by paying the amount pending repayment, ownership and possession of any specific property.

In the event that a Purchase Order is cancelled or terminated, the Supplier immediately and at its expense will return such property owned by the Purchaser, properly packed and marked in accordance with the requirements of the Purchaser. The Supplier undertakes to comply with the time-limits set by the Purchaser, remaining responsible to the Purchaser in the event of any delay may occur, including the charges applied by the Purchaser's customers as a result of the delay. In no event shall the Supplier retain the property of the Purchaser even in the event of a dispute relative to the fulfilment of the Purchase Order's obligations including in the event of non-payment.





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## 16. DESIGN AND TECHNICAL DOCUMENTATION

All studies, plans, projects, drawings, specifications and/or other documents provided by the Purchaser to the Supplier, defined or used by the Supplier, irrespective of the medium, to manufacture components, products, tools or machinery covered by the Contract will be, unless otherwise agreed, the Purchaser's exclusive property and will be kept strictly confidential by the Supplier; the Purchaser may request that these be returned whenever deemed appropriate by the Purchaser.

The Supplier may not use the studies, plans, projects, specifications and/or other documents provided by the Purchaser to the Supplier, or created by the Supplier for the Purchaser, for any purpose (including any kind of commercial relationship with other companies or customers) other than in connection with the provision of goods or services to the Purchaser.

## 17. INTELLECTUAL PROPERTY RIGHTS

The Supplier will be responsible for guaranteeing that the products, including the results of any services provided to the Purchaser, do not infringe or breach any industrial or intellectual property rights of any third parties. Consequently, the Supplier will be liable for any infringement of industrial or intellectual property rights derived from their use and will indemnify, and keep indemnified, the Purchaser against any claim by any third party for any infringement of such industrial or intellectual property rights.

The Supplier will make the necessary verifications to prove that the products do not breach any third parties industrial or intellectual property rights or, if the products include third parties industrial or intellectual property rights that the necessary licences are held for their use. The Supplier must be able to provide evidence of the foregoing, at the Purchaser's request.

In the event of a conflict with a third party for alleges infringement of its industrial or intellectual property rights related to a product or service, the Supplier will inform the Purchaser as soon as it becomes aware of the situation.

In the event of litigation due to an infringement of industrial or intellectual property rights of third parties related to the product or service the Supplier will bear the cost of the Purchaser's defence, as well as of other affected parties, to particularly include the Purchaser's customers, bearing any expenses and indemnification related to supply of the product or service and fulfilment of all related contractual obligations. It will also reimburse the Purchaser for any expenses incurred as a result of such infringement.

The Purchaser reserves the right to take over its defence at any time, whenever it deems this appropriate at the Supplier's cost.

The foregoing will not apply solely to the extent the Supplier supplies the product in accordance with the drawings, models or descriptions specified by the Purchaser, provided that the Supplier has no knowledge whether actual constructive or implied that the product infringes industrial property rights of any third parties.

The Supplier will inform the Purchaser of any industrial and/or intellectual property right in existence prior to the Contract related to the product, whether or not is public domain and whether or not it is owned by the Supplier or it belongs to a third party, or is included under a licence granted by its owner.

The Supplier hereby grants the Purchaser a non-exclusive, unlimited, irrevocable and royalty free, paid up licence, able to be assigned and sub-licensed, over any industrial property rights held by the Supplier that are necessary to reproduce, use and supply the product.



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If the product's development is tailor-made or created specifically for the Purchaser, the Purchaser will exclusively own all development results, including any associated industrial and/or intellectual property rights on creation of the same and the Supplier assigns (by way of present and, where appropriate, future assignment) all such intellectual and industrial property rights with full title guarantee to the Purchaser.

The Purchaser hereby reserves an unilateral and exclusive right to register, defend and uphold said rights, at its sole discretion.

Insofar as there are product development tasks outstanding, and at least part of the price has been paid, the Supplier will grant to the Purchaser a paid up, royalty free, unlimited and irrevocable license, able to be assigned and sub-licensed, over any industrial property rights related to the results obtained until then.

If such developments are interrupted before the Purchaser is able to settle their payment, the Supplier will own any results obtained until then, and the Purchaser will be entitled to use the same.

The aforementioned rights, acquired by the Purchaser, in relation to the product, will remain in force even in the event of early termination of the Contract with the Supplier.

Any extraordinary remuneration to which an employee is entitled as the inventor of a patent related to the product will be borne by his employer, by the Purchaser or Supplier, as the case may be.

## 18. ASSIGNMENT AND OUTSOURCING

Unless otherwise agreed, the Supplier is expressly forbidden from assigning its rights and obligations under this Contract to third parties.

The Supplier shall not delegate or outsource the performance of the Contract, in whole or in part, without the Purchaser's written consent. If the Purchaser authorises this, the Supplier, along with the relevant subcontractor(s), will be jointly and severally liable to the Purchaser for fulfilment of the obligations in the Contract and these General Terms. In the event of a change in direct or indirect control, assignment or contribution of all or part of its assets or goodwill of the Supplier, or in the event of an internal restructuring process in the Supplier (merger, spin-off, dissolution without liquidation), the Purchaser reserves the right to terminate this contract and put an end to this commercial relationship.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

## 19. CONFIDENTIALITY

The Supplier, including its subcontractors, employees or related third parties, are responsible to keep the strict confidentiality of any information transferred by the Purchaser or other Purchaser's group companies, and to treat such information as a commercial and industrial secret, guaranteeing that no third party is able to access the same. The foregoing will not apply to any information which the Supplier can prove:

- a) was already in the public domain
- b) was transferred by a duly entitled third party, not bound by a duty of confidentiality
- c) was already known to the Supplier before it was communicated by the Purchaser.



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This duty of confidentiality and restricted use will apply during the term of the commercial relationship between the parties and for ten (10) years thereafter.

The Supplier agrees not to solicit the Purchaser's employees with which it had contact as result of the Purchase Order or agreement with the Purchaser, without the Purchaser's previous written consent.

## 20. PUBLICITY

The Supplier shall maintain confidentiality, and not publicize or divulge, directly or indirectly, the execution and content of the Contract without the Purchaser's written consent.

## 21. DATA PROTECTION POLICY

Pursuant to the provisions established on Laws of Personal Data Protection, and its implementing regulations, you are hereby informed that any personal data provided as a result of the Contract between the Supplier and the Purchaser will be processed and used in accordance with the privacy policy displayed on the Grupo Antolin website ([www.grupoantolin.com](http://www.grupoantolin.com)).

## 22. AUDIT RIGHTS; INSPECTION OF SUPPLIER'S PREMISES

The Supplier grants the Purchaser and the Purchaser's customer access to the Supplier's premises and books and records for the purpose of auditing the Supplier's compliance with the terms of the Purchase Order. In this context the Purchaser may make an inventory of finished goods, work in progress, raw materials, any of Purchaser's property and all work or other items to be provided pursuant to the Purchase Order. The Supplier will cooperate with the Purchaser to facilitate the information that the Purchaser may request for, including the financial information. Additionally, the Supplier shall commit itself to preserve all records in the relation with the performance of the Purchase Order, for a period of not less than one year after Purchase Order's completion and/or for a longer period as set forth by the customer and/or for the international law. Any such audit or inspection conducted by the Purchaser or its representatives will not constitute neither the exemption of the Supplier's liability for the breach of the Supplier's obligations nor an express or tacit acceptance of any goods or services.

## 23. PURCHASER'S WEBSITE

The Purchaser's internet website (or such other website as may be directed through links available on such website) as specified on the face of these General Conditions or in the Purchase Order may contain specific additional requirements for certain goods or services covered by the Purchase Order, including labelling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of the Purchase Order. The Purchaser may periodically update such requirements by post revisions thereto on the Purchaser's website. In the event of any inconsistency between the Purchase Order and Purchaser's website, the terms of the Purchase Order shall prevail, unless the requirements specified in the Purchaser's website expressly provide otherwise.

The Purchaser may modify these General Conditions by posting revised conditions to the Purchaser's website. Such revised conditions shall apply to all Purchase Orders and Purchase Order revisions issued on or after the effective date of the publication or the revised conditions within the Purchaser's website. The Supplier undertake to review Purchaser's website periodically in order to verify the validity of the applicable General Conditions and Specific Requirements from the Purchaser.



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### 24. TERMINATION

The Purchaser may immediately terminate a Purchase Order, wholly or partly, at any time for any reason upon notice to the Supplier. The Supplier immediately shall, and cause its suppliers and subcontractors to, stop all work on the portion of the Purchase Order so terminated. The Supplier shall be entitled to submit a comprehensive termination claim with sufficient supporting data to Purchaser within 30 days from the effective date of Purchaser's Order termination. The Supplier shall submit all supporting information as the Purchaser shall request.

If such materials are delivered to the Purchaser, Purchaser shall pay to the Supplier the price for unpaid: (a) supplied goods and services; and (b) costs of work-in-process and raw materials incurred by the Supplier in furnishing the goods and services under the cancelled Purchase Order to the extent reasonable and duly justified under generally accepted accounting principles to the terminated portion of the Purchaser Order (up to a maximum of two weeks of finished goods and four weeks of raw material), less the reasonable value or cost (whichever is higher) of goods or materials used or sold by the Supplier to a third party with the Purchaser's consent.

The Purchaser shall not pay for (a) finished goods, work-in-process or raw materials in excess of the cancelled Purchase Order; (b) undelivered goods which are normally in the Supplier's standard stock or that are ready to be easily marketable; (c) claims by the Supplier or the Supplier's subcontractors for loss of anticipated profit, additional costs, interest on claims, product development costs and engineering costs, facilities and equipment rearrangement or rental costs, unamortized depreciation costs, and general or administrative burden charges arising from termination (d) compensation for damages and loss.

In no event shall the Purchaser's obligation to the Supplier for termination charges exceed the amount allowed by the Purchaser's customer for the Supplier's work. The Purchaser shall have the right to full access to the Supplier's premises in order to audit books, records, facilities, material, and inventories and whichever any other verification considered as deemed by the Purchaser to justify the Supplier's claim.

The Supplier shall have no right to terminate the Contract or the Purchase Order or suspend the delivery of its goods and/or services thereunder.

### 25. BREACH

Any breach of these General Terms of Purchase and/or specific terms in the Contract, including without limitation a failure to deliver, delays, purported suspension or termination by the Supplier and/or non-conformity with the quality standards of the product or service supplied, will entitle the Purchaser, by notifying the Supplier, to terminate the Contract, without prejudice to its right to claim indemnification for any loss and damage suffered. The indemnification amount may be used to set off any amounts due to the Supplier and may include any cost incurred by the Purchaser as a result of obtaining goods or services from another source.

### 26. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable such provision will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.



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## 27. FORCE MAJEURE

Any delay or failure in compliance, defective compliance or failure to fulfil the obligations under the Purchase Order or any contractual agreement by either party will be excused to the extent that such delay or failure is directly as a result of government orders, fires, floods, windstorms, explosions, natural disasters, war, sabotage or acts of terrorism; provided that written notice of such force majeure event (including the anticipated duration of the delay) has been given by the affected party to the other party as soon as possible but not more than one full business day after the force majeure event occurs and provided that, in the case of the Supplier such event could not have been foreseen or avoided (including by the immediate invocation of its business continuity and disaster recovery plan).

During the force majeure event affecting the Supplier's performance, the Purchaser may, at its option, reduce or modify its delivery schedule with the affected the Supplier and its replacement by another Supplier or require the Supplier to provide goods or services from other sources to perform with the Purchase Order.

The Supplier commits itself to use all available means to ensure that the harmful effects of any force majeure event are kept to a minimum for the Purchaser and, as promptly as possible, resume full performance under this contract. To this effect, the Purchaser may request the Supplier in writing the commitment to resume the contractual relationship within 30 days. Failing that or, if required, the Supplier does not reply by the same means of communication within five days, the Purchaser may immediately terminate the Purchase Order without liability to the Purchaser and with no compensation right for Supplier.

For the avoidance of doubt, Brexit and the impact of Brexit on the Supplier shall not amount to a force majeure event in accordance with condition 28.

The Supplier shall at all times maintain a business continuity and disaster recovery plan, which plan shall, as a minimum, be compliant with good industry practice. The Supplier will provide to the Purchaser, promptly upon request, a copy of its business continuity and disaster recovery plan and provide such information relating to such as the Purchaser may require.

## 28. BREXIT

"Brexit" means the United Kingdom ceasing to be a member state of the European Union regardless of which countries comprise the United Kingdom at such date.

Irrespective of the impact of Brexit on the Supplier, Brexit shall not:

- a) entitle the Supplier to terminate or alter the Contract or Purchase Order;
- b) invalidate any of the obligations of the Supplier; or
- c) discharge or excuse the Supplier's performance in accordance with the Contract or Purchase Order.

## 29. THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.



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### 30. WAIVER

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

### 31. APPLICABLE LAW AND JURISDICTION

This agreement will be governed by the applicable law in the Purchaser's jurisdiction. The parties hereby agree to submit any conflict derived from the interpretation and/or performance of this contract to the Courts and Tribunals that are competent in the Purchaser's jurisdiction, expressly waiving any other forum to which they may be entitled.