

# General Terms and Conditions for the purchase of Products and Services by TKH Airport Solutions

These general purchasing terms and conditions (“**GTC**”) form part of and apply to the contract (“**Contract**”) between you (“**Supplier**”) and TKH Airport Solutions (“**Purchaser**”) declaring applicability of these GTC (collectively “**parties**”) (where no framework supply agreement has been agreed between the parties). The Contract also comprises any and all relevant purchase orders requesting or specifying a supply of services or products (“**Purchase Order**”) and any and all supporting terms such as commercial terms and/or specifications agreed between a Purchaser and a Supplier (“**Commercial Terms**”). Unless explicitly stated otherwise, in the event of any conflict between the provisions of any document comprising the Contract, the parties agree the following order of priority: Commercial Terms, these GTC and finally the Purchase Order. Shipping of any of the Products, or performance of any of the Services constitutes acceptance by Supplier of the Contract. Supplier shall be considered to make its offer based on these GTC. It is explicitly agreed by the parties that any terms and conditions other than the Contract which conflict with or attempt to add to or vary the Contract, including for example any general terms and conditions of Supplier, have no force or effect and are explicitly rejected.

## 1. Supply of Products and/ or Services

1.1. Supplier shall supply to Purchaser, the products (“**Products**”) and/ or services (“**Services**”) (together “**Products/ Services**”) in accordance with the Contract and with the skill, care, prudence and foresight of a diligent supplier of such Products/ Services.

1.2. Any items, services, functions or responsibilities not specifically described in the Contract and which are reasonably necessary for the proper supply/use of the Products/ Services shall be deemed to be included within the scope of the Products/ Services to be delivered for the Price. Performance of the Contract includes the delivery of all accompanying tools and documents including, but not limited to, (guarantee-) certificates, drawings, quality reports, maintenance-and/or instruction guidelines, health and/or safety equipment.

1.3. Supplier shall at all times remain responsible for quality assurance with respect to all Products/ Services and shall be certified under ISO or an equivalent quality standard and shall comply with Purchaser’s quality assurance requirements communicated by Purchaser or as otherwise specified in the Contract.

## 2. Ordering

2.1. Supplier shall be deemed to have accepted a Purchase Order on receipt unless it gives written notice within 4 days of receipt if the PO does not conform with any relevant agreed Commercial Terms.

## 3. Delivery & Non-Performance

3.1. The delivery of the Products/Services shall take place as specified by Purchaser in the Purchase Order. Any specified time limits are of the essence and binding. Without prejudice to any rights of Purchaser, Supplier shall immediately give notice to Purchaser if it becomes aware or anticipates that (a) it will be unable to supply any Products/ Services at the agreed time; (b) the Products/ Services do not comply with the Contract. Any acceptance by the Purchaser of a delayed or partial delivery of Products/ Services shall not constitute a waiver of any rights or claims of Purchaser in connection therewith.

3.2. If any Products/ Services do not comply with the Contract for any reason Purchaser may, at its discretion:

- reject the non-conforming Products/ Services;
- terminate the Contract in whole or in part;
- require Supplier to re-supply conforming Products/ Services in place of any non-conforming Products/ Services at Supplier’s risk, cost and expense;
- require Supplier to repair the non-conforming Products or procure such repair itself through an alternative supplier;
- require a Price reduction;
- source replacement Products/Services from an alternative supplier, and Supplier shall promptly pay to Purchaser the difference between the Price and the purchase price(s) agreed with the alternative supplier; and
- claim damages and specific performance.

The exercise of any of the above rights shall not affect any other remedy to which Purchaser may be entitled.

## 4. Price and Payment

4.1. The price for the Products/ Services shall be as set out in the Contract (“**Price**”) which Price includes all shipment preparation and packaging costs but excludes VAT, sales tax or equivalent unless otherwise agreed in writing.

4.2. Each invoice shall comply with (a) all applicable laws, including without limitation VAT Directive 2006/112 and/or domestic VAT legislation, and (b) with Purchaser’s invoice requirements (“**Compliant Invoice**”). An original and Compliant Invoice shall be issued by Supplier to Purchaser and received by Purchaser within the time period, prescribed by domestic VAT law. If Purchaser does not receive the original invoice within this timeframe and Purchaser is required to pay Supplier without an original invoice, Supplier shall indemnify Purchaser in full for any fine or re-charged VAT or other costs which may be imposed on or incurred by Purchaser as a result thereof.

4.3. Payment shall be made via bank transfer by Purchaser to Supplier’s bank account specified in the Supplier’s invoice. Payment terms are 60 (sixty) days from receipt of Compliant Invoice except as specified otherwise in the Purchase Order or Commercial Terms. If the payment due date falls on a day on which banks are not open for general business in the country in which Purchaser’s bank is located, then payment shall be effected on the following working day. In the event of late payment, Supplier is entitled to late payment interest calculated at an annual rate (360 day per year basis) at the 12 month EURIBOR rate published on the payment due date plus 3%. If the interest rate calculated in accordance with the previous sentence is higher than the statutory rate applicable at the payment due date, the statutory rate applies.

4.4. Supplier shall continue to be obligated to perform its obligations under the Contract pending resolution of any dispute concerning invoices.

4.5. Payment shall not be deemed acceptance of the Products/Services.

4.6. If, while Supplier is delivering Products/Services under this Contract, it appears that the cost will exceed the Price or budget estimate set forth in the Contract, then Supplier shall: (a) promptly notify Purchaser in writing, and (b) await authorization from Purchaser for change of the Contract. If Supplier delivers additional or changed Products/Services prior to Purchaser’s authorization, Supplier shall not be entitled to reimbursement from Purchaser for such additional or changed Products/Services. Supplier is not entitled to put on hold its performance for the scope of work as initially agreed under the Contract in connection with awaiting an authorization for a change of Contract, unless otherwise instructed by Purchaser.

4.7. Notwithstanding the provisions of clause 4.2, Purchaser shall be entitled to reject any invoices for costs or expenditures incurred more than six months before the date of receipt of the invoice.

## 5. Warranties, Representations, Undertakings and Indemnities

Supplier represents, warrants and undertakes to Purchaser that:

5.1. at the time of provision the Products/ Services shall, where applicable, be (a) supplied or manufactured strictly in accordance with the latest recognized industry practices and Purchaser’s specifications for such Products/Services as set out in the Purchaser’s specifications or as is otherwise set out or referred to in the Contract or as agreed in writing from time to time by Supplier and Purchaser (“**Specifications**”), (b) supplied using skilled personnel and capable facilities (such as equipment, software, tools, etc.) with sufficient capacity; (c) of good quality, (d) free from any faults or defects, (e) fit for the purpose specified in the Contract and for which the Products/Services are commonly supplied and for any specific purpose which Supplier is aware that the Products/Services will be used by Purchaser and (f) free from any liens, claims, pledges or otherwise encumbrances.

5.2. The Products/ Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by Purchaser thereof shall not infringe any intellectual property (“**IP**”) of any third party. In the event of a third party claim, action or litigation for alleged or actual infringement of IP in breach of the Contract, the Supplier shall be liable for, and shall indemnify, defend and hold harmless the Purchaser and any member of the TKH group from and against all losses, damages, cost, and expenses incurred in connection with such IP infringement claim, action or litigation.

5.3. It shall comply and shall make its directors and senior officers, and all persons employed or engaged by Supplier directly or indirectly in connection with the Contract (“**Supplier’s Personnel**”) comply, and the Products/Services supplied shall comply with all applicable laws, rules and regulations including but not limited to governmental, legal, regulatory and professional requirements in force in the countries of manufacture, supply and/or receipt of the Products/ Services and any countries of which it has been notified that the Purchaser will use the Products/Services or sell products incorporating the Products.

5.4. It shall comply and shall make Supplier Personnel entering Purchaser’s premises in connection with the Contract comply with all written policies, recommendations and requirements of Purchaser in relation to such premises, as amended from time to time, including but not limited to the health, safety and environmental (“**HSE**”) policy(ies) of Purchaser.

5.5. Supplier’s Personnel will have the qualification, competency, skills, permits (including work permits), licenses, and training necessary for the delivery of the Products/Services as required by governmental regulations, industry standards, and Purchaser’s requirements (of which Supplier is aware).

5.6. It shall provide continuous and sufficient protection of Purchaser’s property and adjacent property, and take all necessary precautions to free and maintain the workplace free from hazards which may cause death, illness or injury to persons or damage to property.

5.7. It shall indemnify, defend, and hold harmless Purchaser and any members of the TKH group against all third party claims, proceedings and costs including expenses and attorney fees related to the defense of such claims and proceedings of any kind which may be brought against Purchaser and any other member of the TKH group in connection with losses or damages suffered by a third party which arise out of or are connected to breach of Supplier’s obligations under the Contract.

## 6. Insurance

6.1. Supplier shall ensure it has in place, and shall for the duration of the Contract maintain, adequate in respect of the liabilities assumed under the Contract general liability insurance and as relevant, professional liability, product liability, automotive liability, and/or other insurance as may be required by Purchaser. All insurances shall be concluded with insurance companies of recognized standing and licensed to do business in the relevant country(ies). Upon Purchaser’s request Supplier shall provide to Purchaser the relevant certificates of insurance issued by Supplier’s insurance provider evidencing that Supplier has adequate insurance in place with individual claim limits and aggregate coverage satisfactory to Purchaser in each case.

## 7. Confidentiality

7.1. Supplier may receive in connection with the performance of the Contract, or as a result of the delivery of Products/Services Purchaser’s drawings, specifications, calculations, illustrations, plans, product descriptions, substances, materials, templates, models or other information, documents and objects (“**Confidential Information**”).

The existence and content of any part of the Contract also qualifies as Confidential Information.

7.2. Supplier undertakes (a) not to use any Confidential Information for any purpose other than for complying with its obligations under the Contract and (b) not to disclose any Confidential Information to any third party, except to Supplier’s Personnel and only to the extent it is necessary for the purpose of performing its obligations under the Contract, provided those persons are aware of Supplier’s confidentiality obligations and are bound by confidentiality obligations no less restrictive than these terms.

7.3. The undertaking shall not apply to the extent Confidential Information is information in the public domain through no fault of Supplier or Supplier is required to disclose it by law in which case Supplier shall keep Purchaser fully informed.

7.4. Any breach of Supplier’s obligations under this clause by current or former Supplier’s Personnel shall be deemed to be a breach by Supplier.

7.5. Except to the extent required under applicable laws or necessary for the performance of remaining obligations under the Contract, all Confidential Information shall be returned to Purchaser or, if requested, destroyed on termination or expiry of the Contract.

## 8. Intellectual Property Rights

8.1. Each party shall at all times remain the owner of all IP owned by it before entering into the Contract or created outside the scope of and independently of that relationship (“**Background IP**”). Purchaser is and shall remain the owner of IP, whether existing or future, relating to or created in the course of performance of Supplier’s obligations under the Contract including the Products/ Services and any work, product, customizations developed in accordance with Purchaser’s requirements and the production processes, but excluding Supplier’s Background IP used in the performance of the Contract and any third party rights as referred to in clause 8.2.

8.2. To the extent that the Products, results of the Services or any goods or deliverables provided to Purchaser as part of the Services include a third party’s intellectual property rights, Supplier grants to Purchaser and warrants that it is entitled to grant to Purchaser a perpetual (or at least for the entire duration of the legal protection of such third party’s intellectual property rights), fully paid-up license to use those Products, Services, results, goods or deliverables for any purpose whatsoever and worldwide (unless otherwise agreed between Supplier and Purchaser) without any additional charges. In the event additional licenses or additional charges are required, Purchaser is entitled to agree on the terms directly with the third party and charge Supplier here for.

## 9. Records, Business Continuity, and Audits

9.1. Supplier shall keep and maintain appropriate records related to the Products/Services for the period reasonably required by Purchaser in accordance with all relevant laws, regulations and standards. Supplier shall at all times upon reasonable notice, allow Purchaser to either itself or through a third party enter, access, inspect, copy and audit (a) all information, documentation and records related to the Products/ Services, and (b) the location, equipment, stocks, methods used and performance by Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/ Services, (c) Supplier’s and Supplier Personnel’s compliance with the terms of the Contract, including but not limited to compliance with the HSE policies. Supplier hereby undertakes to fully cooperate with such audits and to procure that Supplier Personnel provides Purchaser with all reasonable assistance in any investigation conducted by Purchaser relating to or involving Purchaser, the TKH group, the Products/Services and/or Supplier Personnel.

9.2. Supplier shall (a) take all reasonable precautions, and at all times have in place suitable incident management systems and/or disaster recovery systems which comply with Purchaser’s business continuity and crisis management policies, notified to it from time to time, so as to ensure that the Products/Services continue to be provided without interruption or derogation and otherwise in accordance with the Contract; (b) permit Purchaser to inspect Supplier’s business continuity and crisis management arrangements and to observe their execution; and (c) reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate safeguards against the destruction or loss of such data in the possession or control of Supplier.

## 10. Term and Termination

10.1. The Contract (in whole or in part) may be terminated with immediate effect prior to its expiry in whole or in part by Purchaser without any penalty being due to Supplier or further obligation or any liability for Purchaser by providing written notice: (a) in the event of material breach by Supplier or breach of any obligation under clause 5, 11.7, and 11.8; (b) in case of Supplier’s breach of any provision of the Contract provided that Supplier fails to perform within the reasonable cure period as set out in a notice of default; (c) in the event of a Force Majeure Event affecting Supplier which continues for more than 20 days; (d) if, to the maximum extent permitted by applicable laws, Supplier ceases, or threatens to cease, to carry on business, becomes bankrupt, insolvent or enters into administration or is unable to pay its debts as they fall due; (e) if there is any change in ownership, control or management of Supplier; (f) if Supplier or Supplier’s group sells, conveys, assigns, transfers or otherwise disposes of the business unit or assets which supply any Products/Services; or (g) for convenience on 30 days’ written notice (subject to mandatory local laws requiring a longer notice period) unless the Product ordered is a long-lead item.

10.2. Upon termination Supplier shall hand over the part of the Contract performed or fulfilled immediately and should continue to carry out only that work which may be necessary to conserve and protect the work already done and existing material and equipment.

10.3. Expiry or termination of the Contract (in whole or part) shall not affect clauses 5, 7, 8, 9.1, 10.3, 11, and 12 and any clauses expressed or designed to survive expiry or termination.

## 11. Miscellaneous

11.1. Purchaser may assign the Contract in part or in full to another group company within the TKH group or, in the event of an acquisition of Purchaser’s business to which the Contract relates, to the purchaser of such business. Otherwise, no party shall without the prior written consent of the other assign (including by operation of law) or otherwise dispose of the Contract in whole or part or subcontract any duties or obligations under the Contract to any third party. In case that Supplier is given permission to, in whole or part, assign, or otherwise dispose of the Contract or subcontract, Supplier shall ensure that the third party undertakes to fully observe the conditions laid down in the Contract and Supplier shall remain fully responsible for the performance of the Contract in accordance with the Specifications and any other contractual arrangements.

11.2. In respect of any payment to Supplier, Purchaser may at any time, without notice to Supplier, deduct or set off any sum prepaid to Supplier, payable by Supplier (or by a group company affiliated with Supplier) to Purchaser or other liability of Supplier (or by a group company affiliated with Supplier) to Purchaser.

11.3. No delay in exercising or non-exercising by Purchaser of any of its rights, powers or remedies under or in connection with the Contract shall operate as a waiver of that right, power or remedy. No amendment or variation to the Contract (or any part) or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing by each party.

11.4. Supplier is an independent contractor engaged by Purchaser to supply the Products/ Services. Nothing in the Contract shall make Supplier legal representative or agent of (or be in partnership with) Purchaser nor shall Supplier have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Purchaser.

11.5. Supplier is and remains solely responsible for Supplier’s Personnel, agents and representatives. Supplier is not relieved of liability for these persons and no obligations in relation to these persons pass to Purchaser as a result of the Contract.

11.6. If any party is as a result of an event beyond its reasonable control unable to perform all or any part of its obligations under the Contract (and such an event shall include being unable to, in relation to the Purchaser, receive, accept or use Products and, in relation to any Supplier, supply the Products) (“**Force Majeure Event**”), then the party suffering such Force Majeure Event shall be excused from such performance for as long as, and to the extent that, such inability continues provided it complies with this clause. The party affected by a Force Majeure Event shall declare as soon as reasonably possible force majeure by written notice to the other party. The party disabled by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event in the best possible way. Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in applicable laws, changes in economic conditions, costs and/or delivery of raw materials, and strike and other labour dispute of any Supplier’s Personnel or representatives (or Supplier’s affiliates or their representatives) does not qualify as a Force Majeure Event of Supplier.

11.7. Supplier shall at all times comply, and cause Supplier Personnel to comply with all applicable local, provincial, national, and international laws and regulations pertaining to economic sanctions, trade, import, and export controls in the European Union, the United States, and any other applicable jurisdiction or country. Supplier shall also comply with relevant anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (the “**FCPA**”), the UK Bribery Act, the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions (“**OECD Convention**”), the United Nations Convention Against Corruption (“**UN Convention**”), and the prohibitions against unlawful payment to officials of non-U.S. governments and others.

11.8. It is in the interest of either party to avoid any conflict of interest in the course of the initiation and implementation of this Contract and in connection therewith. In connection with the Contract, Supplier, its representatives, its agents, and Supplier Personnel shall not (1) give Purchaser or any of its employees or agents any gifts or entertainment of significant value or any commission, fee or rebate, or (2) enter into any business arrangement with any of Purchaser’s employees or agents. Supplier shall disclose to Purchaser any known pre-existing relationships (e.g., family, personal) between Supplier’s and Purchaser’s employees. This obligation shall only apply to relationships between employees who are directly or indirectly associated with the subject matter of this Contract.

11.9. In case of two or more Purchasers under the Contract, each Purchaser shall be liable for its own purchases and there shall be no joint and several liability under the Contract.

11.10. Where the Contract is executed in English, only the English language version of the Contract shall be binding and final on the parties. The English version shall prevail over any translations. The parties may agree to use as contracting language or to append to the Contract (or part) a translation of the Contract (or part) into the local language in case of

# General Terms and Conditions for the purchase of Products and Services by TKH Airport Solutions

mandatory requirements to contract in the local language. In the event of any conflict between the English and the local language version of the Contract (or part), the parties agree that the English version shall always prevail.

11.11. All notices to be given under the Contract shall be in writing, by the following methods only and shall be deemed to have been validly given (a) on the date of delivery, if delivered by hand, prepaid courier or email; or (b) 7 days after posting if sent by pre-paid first class post. For the purpose of this clause public holidays in the country where the notice is delivered are excluded. Unless otherwise agreed in the Contract, the address for delivery for each party is the registered address of the party (for delivery by hand, courier or mail) and responsible account manager email address (for delivery by email).

11.12. For the purpose of these GTC "day(s)" should mean calendar day(s), unless otherwise specified.

11.13. Supplier and/or Supplier Personnel shall not be permitted to use Purchaser's or the TKH group's name, logo, trademark, and/or any photographs of Purchaser's property and/or its facilities for any purpose other than the performance of the Contract unless explicitly permitted to do so by Purchaser.

11.14. Supplier agrees to comply with the principles of the most current version of THK's Code of Supply which can be located at [Code\\_of\\_Supply\\_definitief\\_oktober\\_2014.pdf \(tkhgroup.com\)](#).

## 12. Laws and Jurisdiction

The parties agree that the Contract shall be governed by and construed in accordance with the laws of the Netherlands and the competent court in Rotterdam, the Netherlands, shall have exclusive jurisdiction in the first instance over all disputes arising out of or relating to the Contract. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

## Annex A - Specific provisions applicable in case of supply of Products

These clauses apply to the extent Supplier supplies Products.

1. The Products will be delivered in accordance with the details provided in the Contract including, in case of routinely or repeatedly ordered standard Products, in accordance with the Specifications of the previous Contract. Between Supplier's initial proposal and the moment of delivery, Supplier shall not:

(a) change the ingredients or components (including feedstock and raw materials) used to produce the Products, specifications, manufacturing process, approved plant or agreed delivery method; or  
(b) implement any changes which alter any of the Products in such a way that it is not acceptable according to Purchaser's technical clearance process even if the Products are still within the Specification, without providing advance notice to and obtaining the prior written consent of Purchaser. Such notice must be given in advance so that Purchaser has an opportunity to consider the proposed changes and evaluate potential effects prior to implementation. Supplier shall immediately notify Purchaser in writing of any Product discontinuation and/or of any change to Products repeatedly ordered from Supplier, including, but not limited to, change in Specifications, change in the composition or the production process of Products (including a change in the site of production), change in Products formulation (for example a change to a different additive type with a different CAS number), change in use of materials, technical or functions specifications, change in manuals or any other change that can reasonably be expected to have an effect on the functioning of the Products in the production environment and installed equipment base of Purchaser (discontinuation and/or change of Products as described are referred to as "**Product Change**"). In case of a Product Change, Supplier shall promptly provide a Product sample to the technical contact person named by Purchaser. In case of Product Change, on request of Purchaser, Supplier shall continue to supply the Product unchanged, i.e. as before the implementation of the Product Change, for a period of twelve (12) months counting from the date of the Product Change notice. In case the Product supply as provided for in the previous sentence is not possible due to operational reasons beyond Supplier's control, Supplier agrees to offer to Purchaser the opportunity of a last order call. In the latter case, Purchaser has the right to issue a Purchase Order for unchanged Product with maximum quantity sufficient to cover Purchaser's Product needs for twelve (12) months (to be calculated by Purchaser as a reasonable estimation and without prejudice to the right of Purchaser to issue a Purchase Order for quantity less than such maximum quantity). Supplier does not have the right to reject such last Purchase Order.

2. The specified delivery terms shall be interpreted in accordance with the current edition of Incoterms at the time the Purchase Order is issued and by lack of specified delivery term the Products shall be delivered Delivery Duty Paid Purchaser's location specified in the Purchase Order. Title shall pass to Purchaser on delivery or on payment of the Price, whichever is earlier. Risk shall pass to Purchaser on delivery, however, the risk is not transferred before the erection or assembly of the delivered items, if erection or assembly has been contractually agreed. If the risk of loss passes to Purchaser at the shipping point and if Supplier fails to ship in the manner or route directed by Purchaser, Supplier agrees to reimburse Purchaser for any direct loss, delay or damage which Purchaser suffers. Supplier shall always state the Purchase Order number and the Product description on the external packaging of the goods and on the delivery documents. In case so required by national and/or EU export regulations export classifications must be indicated by Supplier and all invoices and delivery documents must show the classification of the Products, along with all customs relevant information (HS Code, country of origin). Supplier shall provide Purchaser with all necessary documentation required to comply with customs procedures, including but not limited to proof of origin. In case Product has EU preferential origin, Supplier shall provide Purchaser with proof of EU preferential origin, i.e. an EU preferential supplier declaration. Supplier shall send (a) a copy of the original proof of (EU preferential) origin by e-mail to Purchaser's operation contact not later than one (1) working day after transfer of risk and (b) the original proof of (EU preferential) origin to Purchaser as soon as possible, but not later than fourteen (14) calendar days after transfer of risk. The previous sentence will not apply in case Supplier provides Purchaser with a relevant and original (EU preferential) Long Term Supplier Declaration or Single Supplier Declaration on request of Purchaser. In case Supplier supplies excisable Products, Supplier shall supply under suspension of excise duty and shall fully and timely comply and/or cooperate with all (administrative) obligations under applicable excise legislation. Unless otherwise agreed, each delivery of Products will be accompanied by Supplier's certificate of conformity confirming the compliance of the Products with the Specifications. At the time of shipment of the Products to Purchaser, Supplier shall send to Purchaser's quality control department at Purchaser's receiving facility, or such other location as Purchaser may specify the certificate of analysis and any other documentation required under applicable laws for each shipment of the Products.

3. Supplier shall: (a) only manufacture or store in adequate and appropriate conditions (including any components and unfinished stock) Products; (b) prepare the Products for shipment so as to prevent damage, contamination or deterioration to the Products and in accordance with Purchaser's instructions; in case that no Purchaser's instructions are provided, Supplier should choose the manner of shipment which is the most favorable and suitable; (c) use packing appropriate for the delivered Product and for the chosen means of transportation and ensure that, upon receipt by Purchaser, all packaging shall be intact and undamaged; all damages due to faulty packaging shall be charged to Supplier even if the relevant Incoterm provides otherwise; (d) make sure that, regardless of the Incoterm, the Products may safely be unloaded at the destination point; and (e) be responsible for the removal or processing of packaging, dirt, waste and surplus material, at its own expense. This clause shall survive expiry or termination.

4. Purchaser shall be entitled to give notice that it wants to exercise the rights per clause 3.2 of the GTC within any period necessary for Purchaser to be reasonably able to detect that the Products are defective (taking into account the nature of the Products and the usual custom for inspecting the relevant Products) within 12 months of delivery or until usage, whichever is longer. In the case of obviously and visually defective Products at the time of delivery, Purchaser may not exercise such rights after usage of such Products. Without prejudice to any Purchaser's rights, each Supplier acknowledges that it is aware that it is not usual practice for Purchaser to inspect any Products on delivery as Purchaser relies on Supplier's quality assurance procedures and no Purchaser shall be under any obligation to do so under the Contract or by operation of law or however. Preliminary check or approval of the Products on delivery shall not preclude the rights of Purchaser under this clause and clause 3.2 of the GTC. All removal, destruction, storage and other costs relating to defective Products shall be for the account of Supplier. If the Product is covered under Product guarantee, the Product guarantee is renewed automatically for the same period for all replaced, repaired or anyway changed Products/parts of Product starting from the date of its commissioning.

5. In addition to clause 11.6. of the GTC, if Supplier's supply of Products is limited as a result of a Force Majeure Event, Supplier shall distribute any available Products among its customers in a fair and reasonable manner, and shall use its best efforts to purchase or obtain Products for Purchaser on the open market or from other producers or suppliers of Products or from another group company of Supplier.

6. Upon termination of the Contract, Purchaser shall be entitled to retain custody/possession of the Products within the limits set out in the applicable law, as security for the payment of everything that it may be able to claim from Supplier. Should Purchaser not be the owner of the Product, Purchaser shall acquire a right of pledge in respect thereof to serve as payment security.

7. Upon termination of the Contract (in whole or in part), Supplier shall permit the use of its and its affiliates' Background IP, to the extent reasonably necessary in order for Purchaser or any other TKH group entity and their respective affiliates and suppliers to make, use, modify, incorporate, develop or supply the Products.

8. Nothing in the Contract shall in any way transfer to any Supplier and no Supplier shall have rights in or to use (other than solely for the performance of its obligations in accordance with the Contract) any IP owned or licensed by Purchaser or any other member of the TKH group (including the Products IP) ("**TKH IP**"). No Supplier shall do or omit to do anything (and, where preventable, permit anything to be done or not done) which may damage or endanger any TKH IP and each Supplier shall procure that no affiliate shall do or omit to do the same.

9. In case of supply to countries within the European Economic Area, Supplier represents and warrants to Purchaser that it is in full compliance with all of its obligations under Regulation (EC) No 1907/2006 ("**REACH**") (as amended from time to time), as implemented by any applicable national legislation in the European Economic Area and as supplemented by any European or national-level guidance, whether as a manufacturer, importer, downstream user, distributor or supplier, or as any other actor in the supply chain and that all pre-registrations, registrations and approvals under REACH have been obtained in respect of the supply of the Products (and any substances therein) to, and/or for the use of the Products by, Purchaser (and all such pre-registrations, registrations and approvals are valid and subsisting). Supplier shall always provide Purchaser with the most updated version of a Safety Data Sheet compiled in accordance with REACH for each of the Products supplied hereunder. Supplier will promptly inform Purchaser in writing in the event that the Products, or any of the substances contained therein, is or is expected to be, subject to any

restriction, authorization or conditions of use under REACH (including, for the avoidance of doubt, in the event that the Products or any of the substances contained therein is, or becomes, listed on the European Chemical Agency's "Registry of Intentions" and/or "candidate list" and/or Annexes XIV or XVII of REACH. Breach of any obligation under this clause shall constitute material breach for the purposes of clause 10.1. (a) of the GTC.

10. In case of supply to countries within the European Economic Area, Supplier represents and warrants to Purchaser that it is in full compliance with all of its obligations under Directive (EU) No 65/2011 ("**RoHS**") (as amended from time to time), as transposed by any applicable national legislation in the European Economic Area and as supplemented by any European or national-level guidance, whether as a manufacturer, importer, downstream user, distributor or supplier, or as any other actor in the supply chain and that all pre-registrations, registrations and approvals under RoHS have been obtained in respect of the supply of the Products (and any substances therein) to, and/or for the use of the Products by, Purchaser (and all such pre-registrations, registrations and approvals are valid and subsisting).

11. Supplier agrees to keep in stock spare parts for the delivered Products for a term that is reasonable within business practice, even if the production of the Products is terminated in the meantime. However, Purchaser shall not be under any obligation to purchase such spare parts. The sale of spare parts shall be at market conform prices agreed at the time of sale.

12. Supplier warrants that it can maintain the delivered Products for a minimum term of 5 years after delivery. If Purchaser requests Supplier to maintain the delivered Products, the commercial conditions for the maintenance shall be agreed between Supplier and Purchaser in a separate contract.

## Annex B - Specific provisions applicable in case of supply of Services

Supplier represents warrants and undertakes to Purchaser that:

1. Supplier shall co-operate fully and to the extent necessary with Purchaser, other members of the TKH group and its/third-party service providers where there is interaction or overlap between the Services being provided by Supplier pursuant to the Contract and the services provided by Purchaser, other TKH group members and its/third party service providers.

2. Upon expiry or termination of the Contract (in whole or in part) for any reason:

(a) Supplier shall provide such services transfer assistance in respect of Services provided under the Contract to a new supplier for such reasonable period as Purchaser may require to minimise any disruption to the provision of the Services and ensure continuity of Purchaser's business operations;  
(b) Supplier shall cease to use for any purpose, and shall deliver to Purchaser, in Purchaser's chosen format, on media free of viruses (where relevant), within five (5) days of expiry or termination all Purchaser's goods (whether or not in final form), data (including personal data), and any other work product purchased by Purchaser in the possession or control of Supplier. In case of partial termination of the Contract these obligations shall apply only to the Purchaser's goods (whether or not in final form) and any other work product purchased by Purchaser in the possession or control of Supplier relating to the terminated part of the Contract.

3. This clause 3 is applicable only in case Services are provided in Purchaser's premises. Supplier shall procure that any written or oral representations and all facts relating to Supplier Personnel that are provided by Supplier to Purchaser are and shall remain materially correct. To the extent permitted by the applicable legislation, Supplier shall ensure that each member of Supplier Personnel is vetted, including before they are involved in the provision of Services or provided with access to Purchaser's premises or data. Purchaser shall have the right to require Supplier to remove forthwith any of Supplier Personnel who, in the opinion of Purchaser: (1) misconduct themselves; or (2) are incompetent or negligent in the proper performance of their duties; or (3) fail to comply with any applicable laws and/or any of Purchaser's health, safety and environmental policy(ies) or persist in any conduct which is contrary to or inconsistent with any applicable laws and/or any of Purchaser's health, safety and environmental policy(ies) or (4) whose presence is otherwise considered by Purchaser to be undesirable. To the extent reasonably necessary for the completion of the Services, any person removed in accordance with this clause shall be replaced by Supplier within twenty-four (24) hours by another suitable qualified and experienced member of Supplier's Personnel. It is explicitly agreed that a breach by Supplier of any of its obligations under this clause 3 of Annex B will constitute a material breach under clause 10.1 (a) of the GTC.

4. If Services to be performed require that Supplier and/or Supplier's Personnel enters Purchaser's facility, Supplier acknowledges that Supplier has inspected or has been given the opportunity to inspect the premises upon which Supplier will perform the Services in order to become familiar with all applicable site conditions.

5. While Supplier is performing Services and through the one (1) year period following Supplier's completion of the Services (the "**Services Warranty Period**"), Supplier will, without prejudice to any longer warranty period available under law for the sale of goods repair or replace at its sole cost and expense all defects in material, design or workmanship which Purchaser notifies Supplier about during the Services Warranty Period. If Supplier fails to correct such defects within a reasonable time, Purchaser will have the right to correct them and Supplier agrees to reimburse Purchaser for Purchaser's costs to correct the defects. Supplier agrees to pass on all warranties of Supplier's vendors to Purchaser, but this will not relieve Supplier of any warranty Supplier has separately given to Purchaser.

6. Purchaser may request Supplier to submit regular progress reports for the Services.

## Annex C - Specific provisions applicable in case of a volume commitment or if Purchaser provides volume forecast

1. In addition to clause 2 of the GTC, Supplier shall be deemed to have accepted a Purchase Order on receipt unless it gives written notice within 3 days of receipt of the Purchase Order if the Purchase Order is for a volume significantly greater than the forecasted volumes provided in accordance with clause 3 below. In the latter case Supplier shall supply the forecasted Purchase Order requirements on the due date and in respect of the excess prioritize and supply this as soon as reasonably possible, and notify Purchaser when it will do so.

2. Where any correspondence (including emails and/or other correspondence) specifies a volume of Products/ Services to be purchased by Purchaser, such volumes shall be non-binding estimates only, to Purchaser, and shall be without prejudice to the volumes actually purchased under the Contract, unless expressly stated as binding in the Contract. 3. Purchaser may forward regular forecasts of requirements to Supplier. Such forecasts are non-binding estimates only and are only intended to assist Supplier in scheduling its production and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the Contract.

4. If the Contract contains a purchase commitment by Purchaser for a fixed volume of Products/ Services ("**Minimum Quantity**"), then the following volumes of Products/Services shall count towards the Minimum Quantity:

(a) Purchaser sources the Products/Services from an alternative supplier in the circumstances referred to in clauses 3.2 or 11.6 of the GTC, or in Annex A clause 5;  
(b) if Supplier delivers Products/ Services late, after the end of any period in which the Minimum Quantity needs to be purchased; and  
(c) Products/ Services rejected by a Purchaser in accordance with the terms of the Contract