

General Terms and Conditions for Purchase of Goods and/or Services

These General Terms and Conditions for Purchase apply to the purchase of all goods and/or services by **Framatome Limited** (CRN:09763462) whose registered office is at Unit 6 Portside Park, Kings Weston Lane, Bristol, England, BS11 8AR (“Framatome”) and/or its Affiliates from suppliers (the “Supplier”).

Unless specifically stated otherwise in the Purchase Order, these General Terms and Conditions of Purchase (“GTCP”) shall apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Contract shall commence and the Supplier will be contractually bound upon the dispatch of a Purchase Order by the Buyer (“Commencement Date”).

1. GENERAL

1.1 Definitions

Affiliate: means any company or legal entity of any kind:

- (a) that holds directly or indirectly at least 50% of the voting rights in the relevant Party; or
- (b) in which at least 50% of the voting rights are held directly or indirectly by the relevant Party; or
- (c) in which at least 50% of the voting rights are held directly or indirectly by any company or legal entity of any kind meeting the criteria defined in sub-clauses (a) or (b) above.

Amendment: shall mean a written agreement whereby the Buyer and the Supplier modify a Purchase Order by changing one or more of its provisions.

Background Knowledge: means all knowledge, documents, know-how, software, data, databases, specifications, studies, plans, diagrams, drawings, formulas, computer code, scientific applications, tests, processes, manufacturing secrets, trade secrets and more generally all information in any form whatsoever, be they protected or copyrightable or not by intellectual property rights, as well as all intellectual property rights attached to them (in particular patents, de signs, copyright), held by a Party before the Commencement Date, or developed or acquired subsequently by the said Party independently of the Purchase Order.

Buyer: means Framatome and/or the Affiliate that places a Purchase Order with the Supplier.

Contract: means this contract between the Buyer and the Supplier for the supply of Goods and/or Services in accordance with these terms and conditions and the Purchase Order.

Confidential Information: means any information or other data communicated in any form whatsoever (including verbally, in writing or in electronic form) of a scientific, technical, technological, industrial, social, commercial, financial, legal nature or any other nature whatsoever concerning inter alia the Buyer, its Affiliates, their technology, their business, any

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document constituting the Purchase Order or provided for that purpose (more particularly including the Customers data provided for fulfilment of the Purchase Order), any Amendments, as well as information explicitly submitted by the Buyer for restricted distribution, whether or not the said information or data is covered by intellectual property rights, including any plans, drawings, specifications, processes, know-how, methods, studies, software or software suites, names of customers or partners.

Customer: means the Buyer's customer under the Main Contract

Day: means calendar day.

Deliverable: means the reports, studies, plans, mock-ups, drawings, files and any other documents designed and/or produced by the Supplier in connection with a Purchase Order, whether in written, electronic or any other form.

Interest Rate: means the Bank of England Base Rate (as amended from time to time).

Goods: means the equipment, including components, parts, spare parts, materials and/or consumables and/or products, as well as the related Deliverables, to be supplied by the Supplier in respect of the Purchase Order.

GTCP: means these General Terms and Conditions of Purchase.

Incoterm: means the Incoterms of the International Chamber of Commerce, 2020 edition.

Main Contract: means any contract between the Buyer and a Customer which the Purchase Order for the Goods and/or Services and/or Deliverables from the Supplier arises out of or is connected with.

Outsised cargo: means packages weighing at least twenty (20) tons and/or more than twelve (12) meters long, 2.50 meters wide or 2.50 meters high.

Party(ies): means the Buyer and/or the Supplier.

Purchase Order: means the Buyer's order for the supply of Goods and/or Services and/or Deliverables, as communicated to the Supplier in writing.

Result(s): means all knowledge, documents, information or results, whether or not patentable, methods, know-how, data, software, and any documents (including any databases or other data compilations, all reports, plans, drawings, specifications, formulas, computer code, scientific applications, tests, processes), in whatever form (including paper or digital) created or generated as part of or in relation to the Services and/or deliverables and/or the supply of Goods.

Reversibility: means all operations enabling the Buyer to have the ordered Goods and/or Services supplied/provided by itself or a third party of its choice.

Service(s): includes but is not limited to any provision of services and/or work, including studies and any intellectual service provided by the Supplier in respect of the Purchase Order.

Site: means any geographical location where the Supplier performs the Services and/or delivers the Goods specified in a Purchase Order.

Special Conditions: means the contractual provisions specified in a Purchase Order; Special Conditions can supplement and/or modify the provisions of the GTCP. In the case of any ambiguity or inconsistency between the he Special Conditions and the Special Conditions shall take precedence over these GTCP.

Third Party Agreements: means any agreement between a Customer and/or the Buyer and a third party which concerns or affects the Purchase Order.

UK REACH Regulation: shall mean the "REACH etc. Amendment Regulations 2021"

- 1.2 In these GTCP unless the context otherwise requires:
- 1.2.1 reference to Clauses are to Clauses of these GTCP unless otherwise stated;
- (i) headings in these GTCP are for convenience only and do not affect its interpretation. words importing individuals or persons include firms, companies, corporations, association or partnership, government or state (whether or not having a separate legal personality) and the singular includes the plural and vice versa.
- (ii) a reference to a statute or statutory provision includes:
- (a) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it;
- (b) any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;
- (ii) a reference to:
- (a) any party includes its successors in title and permitted assigns;
- (b) "indemnify" and "indemnifying" any person against any circumstance includes indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against him and all loss or damage and all payments, costs or expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance.
- 1.3 Nothing in these GTCP confers or purports to confer any rights on any person who is not a party to it, save for any Buyer's Affiliate and/or any assignee of these GTCP to whom the same shall be expressly assigned, and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be of no effect in respect of these GTCP.
- 1.4 Acceptance of the Order indicates acceptance of these GTCP and of any other express GTCP contained in the Order or Agreement.
- 1.5 These GTCP override any other conditions in the Buyer's quotations and/or proposals in respect of the Services and/or Goods and/or Deliverables which the Buyer may subsequently seek to impose. No conduct by the Buyer shall be deemed to constitute acceptance of any terms put forward

2. CONTENTS OF THE ORDER

- 2.1 Unless otherwise specified in the Special Conditions, the Purchase Order is comprised of the following documents:
- the Special Conditions and any other document appended to the Purchase Order or mentioned by the latter or its appendices,
 - where applicable, the technical specification and/or terms of reference,
 - the GTCP,
 - Framatome's Ethics Commitments,
 - Sustainable Development Commitments applying to Framatome suppliers, edition of 15 January 2018.

In case of discrepancy or inconsistency between the provisions of one or more contractual documents, the order of precedence is the order indicated in the Special

Conditions, or failing that, the order stated above.

In accepting an Order, the Supplier acknowledges that it is in possession of all the documents listed in the Order and has a thorough understanding thereof.

- 2.2 No other documents issued by the Supplier can be construed as contractually binding or applicable to the Order unless expressly stated in the Special Conditions.
- 2.3 The Supplier warrants that he has examined the contents of the documents provided by the Buyer, and that he has everything necessary to fulfil his obligations under the Purchase Order.
- 2.4 Save for where specified in the Special Conditions, unless the Supplier informs the Buyer that it declines the Purchase Order within 7 days of the issuance of the Purchase Order the Buyer will be deemed to have accepted the Purchase Order without reservation.
- 2.5 The Contract expires when all the obligations incumbent on each Party have been fully met, except in case of termination as set out in Clause 31.

3. Main Contract Provisions

- 3.1 The Supplier acknowledges that it has had an opportunity to read and consider all provisions of the Main Contract (except the Buyer's prices) and any Third Party Agreement on or before the date of issuance of the Purchase Order.
- 3.2 The Supplier is deemed to have full knowledge of and, in so far as they are applicable to the Services and/or Goods, shall comply with the provisions of the Main Contract. and any relevant Third Party Agreements.
- 3.2 If there is any conflict between the provisions of the Main Contract, any relevant Third Party Agreement and the terms of this Purchase Order, the terms of the Purchase Order shall prevail. The Supplier shall carry out and complete the Services and/or delivery of the Good and perform its duties and obligations under the Purchase Order in such manner and so as to comply with and so as not to cause or contribute to any breach by the Buyer and/or the Customer or failure by the Buyer and/or the Customer to comply with the Main Contract and/or any Third Party Agreement.
- 3.3 The Supplier shall indemnify the Buyer against any liability that the Buyer may incur to any other person whatsoever and against all claims, demands, proceedings, costs (including professional fees and interest) and expenses made against or incurred by the Buyer by reason of any breach by the Supplier of this Subcontract.
- 3.4 Without prejudice to Clause 3.3, the Supplier shall indemnify and hold harmless the Buyer against and from any breach, non-observance or non-performance by the Supplier and any servants or agents of the Supplier; and any act or omission of the Supplier and any servants or agents of the Supplier; which involves the Buyer incurring any liability and/or expense and/or costs and/or suffering any loss and/or damage under or arising out of the Main Contract and/or other subcontracts entered into by the Buyer in relation to the Main Contract Works and/or any Third Party Agreements.

4 CHANGES - AMENDMENTS

- 4.1 The Buyer is entitled to instruct the Supplier in writing to alter or modify the contents of a Purchase Order at any time. If instructed to do by the Buyer, the Supplier shall carry out such alterations or modifications forthwith without waiting for an agreement between the Parties as to the potential consequences of such alterations or modifications on

schedules and prices.

- 4.2 Within seven (7) days of the Buyer's instruction in Clause 4.1, the Supplier shall provide the Buyer with a quotation for the potential alteration or modification of the Goods and/or Services, along with any information relevant to the quotation or requested by the Buyer in relation to it. The Buyer shall then inform the Supplier if the Buyer wants the Seller to proceed with the alteration or modification.
- 4.3 The Supplier shall propose to the Buyer, technically and economically acceptable conditions, any improvement that could be made to the Goods and/or the Services due to changes in techniques that could improve the quality and/or pricing of the performance or use thereof.
- 4.4 Without prejudice to Clause 0 above, any alteration or modification must be formally recorded in a written amendment to the Purchase Order signed by both Parties. However, any corrections requested from the Supplier by the Buyer in order to have the Goods and/or Services and/or deliverables comply with the Purchase Order shall under no circumstances be construed as alterations or modifications. The provisions of contractual documents not altered or modified by the Amendment shall apply to the Amendment.
- 4.5 In the event of changes in regulations, standards or codes applicable to the Purchase Order, the Supplier shall inform the Buyer forthwith and ensure the Goods and Services comply with such new regulations, standards or codes.

5. CONDITIONS FOR PERFORMANCE OF THE ORDER

- 5.1 The Supplier is responsible for the proper execution of the Purchase Order. It shall therefore guarantee and ensure that its personnel, subcontractors and suppliers respect safety and security at work, and compliance of the Goods and/or Services with safety rules and the requirements of the Purchase Order, in a timely manner compliant with the schedule as specified in the Purchase Order.
- 5.2 The Supplier confirms that it is a specialist in the supply of the ordered Goods and/or Services. As a specialist, the Supplier has a duty to advise, inform, and make proposals to the Buyer at each step of the performance of the Purchase Order and will discharge its obligations with all the skill, care and diligence reasonably to be expected from a competent and experienced supplier.
- 5.3 The Supplier undertakes to propose to the Buyer, under acceptable technical and financial conditions, any improvements to the Goods and/or the Services because of any technical or practical evolution in the state of the art likely to enhance the performance of the Purchase Order notably in terms of cost or quality.
- 5.4 It is the Supplier's responsibility to ensure the Goods and/or Services and/or Deliverables are consistent with the Buyer's requirements and are fit for their intended purpose.
- 5.5 On acceptance of the Purchase Order, the Supplier shall notify the Buyer of the name of its representative. The Supplier's representative will be authorised to receive and execute any request, mail and/or instruction of the Buyer and more generally, act on behalf of the Supplier in all circumstances.
- 5.6 The Supplier warrants that it will immediately inform the Buyer of any events which may affect due performance of the Purchase Order, such as but not limited to any event affecting safety and/or security and/or delay as soon as such event is known to the Supplier and where appropriate, the Supplier shall inform the Buyer of the corrective

- action taken, suggest alternative solutions and take into account any measures proposed by the Buyer. The foregoing obligations do not relieve the Supplier from its obligation to supply the Goods and/or Services in accordance with the stipulations of the Purchase Order. It does not entail acceptance by the Buyer of the consequences of such events.
- 5.7 The Supplier warrants that he shall do everything necessary to perform the supply of the Goods and/or Services, in a good and workmanlike manner and in conformity with the terms of the Purchase Order, as well as with regulations, norms, codes and standards and with the state of the art, at its own costs. The Supplier shall at any time be able to provide the Buyer with evidence of the aforementioned conformity, and such evidence shall not release or waive in any way the Supplier's liability.
 - 5.8 The Supplier warrants and represents that it will fully comply with the laws, regulations, codes, standards and norms set by all competent authorities or organisations concerning its activities arising out of or in connection with the performance of the Purchase Order.
 - 5.9 No admission, appraisal, instruction, comment, direction approval whether express or implied, inspection, testing, or review nor any omission to appraise, comment, instruct, direct, inspect, test, approve or review on the part of the Buyer, the Customer or any party or person for or on the Customer's and/or the Buyer shall relieve the Supplier of its responsibilities or liabilities under a Purchase Order.
 - 5.10 Throughout the performance of the Purchase Order, the Supplier undertakes to devote the necessary skilled personnel to ensure a complete and a compliant fulfilment thereof. The Supplier's representative as well as the Supplier's personnel having specific skills shall not be replaced for the duration of the performance of the Purchase Order without the Buyer's prior written consent; in the event that the Buyer agrees to such replacement, aforementioned representative(s) and specifically skilled personnel shall be replaced by someone having as a minimum an equivalent skill level. However, the Buyer shall be entitled to request replacement of the Supplier's representative or any of its employees in the event of failure on their duties and the Supplier shall implement any such request within seven (7) Days.
 - 5.11 In the event that the Buyer has reason to believe that the Supplier will be unable to perform its contractual obligations under the Purchase Order, the Buyer will notify the Supplier. The Supplier shall then confirm whether it is able to perform the Purchase Order within fifteen (15) Days from such notification. If the Buyer is dissatisfied with the Supplier's confirmation or no such confirmation is received then the Buyer may (i) either terminate the Purchase Order as provided for in Clause 31.1 herein, (ii) or have the Purchase Order performed in whole or in part by a third party at the Supplier's risk and expense.
 - 5.12 Any communication or document for which a Party wants to give a certified date shall be (i) be given to the receiving Party with return receipt requested, or (ii) sent by e-mail which receipt shall be acknowledged by return within twenty-four (24) hours.
 - 5.13 For Purchase Orders the duration of which exceeds one year, the Supplier undertakes to implement a continual improvement and competitiveness process with the Buyer, focusing on matters such as but not limited to quality, occupational health and safety, schedule (procurement, manufacturing, delivery, etc.), prices, and innovation. Where relevant the Special Conditions of the Purchase Order will specify the implementing of an improvement/competitiveness plan.
 - 5.14 If required under the Special Conditions, the Supplier must have in place the Commencement Date a business continuity plan which complies with the provisions of the standard ISO 22301.

6. OPERATIONAL EXCELLENCE - QUALITY AND TIME SCHEDULE MANAGEMENT

6.1 Operational Excellence

- 6.1.1 The Supplier shall control its process capability, first and foremost for special processes, as defined by Section 7.5.2 of the standard EN 9100 and shall demonstrate that they meet contractual requirements. The Supplier is responsible for producing the Goods and/or performing the Services in compliance with the requirements of the Purchase Order and shall have quality and continuous improvement practices that enable it to identify, assess and control its operational risks. At the Buyer's request the Supplier shall immediately provide the Buyer with documentation, other information and/or access to any site that the Buyer deems necessary to demonstrate the Buyer's compliance with its obligations under this Clause 6.
- 6.1.2 In the event of an identified problem affecting the Goods and/or Services the Supplier shall inform the Buyer forthwith and in any case, within a maximum of two (2) Days of discovering the problem. The Supplier shall demonstrate its ability to use the methods and tools of Operational Excellence (as defined below) to quickly resolve the identified problem. At the request of the Buyer, the Supplier shall provide an analysis of the root causes, and an action plan to remediate the non-conformity and prevent it from recurring. The analysis and action plan must be sent to the Buyer or any third party designated by the Buyer within ten (10) Days of the Buyer's request.
- 6.1.3 If the Supplier fails to resolve the problem and/or produce the information requested by the Buyer, the Supplier shall inform the Buyer and at the Supplier's risk and expense comply with any suggestions and/or methods (including but not limited to the Operational Excellence methods and tools) proposed by the Buyer.

The Operational Excellence methods and tools referred to in this clause are defined as follows:

- continuous improvement tools:
 - Visual performance management with:
 - Six weeks look ahead
 - Milestone slip chart
 - Use of Pareto diagrams to rank problems
 - Work standards made available and accessible at workstations
 - Fast reaction loops in the event of deviation from standards
 - Periodic performance assessment routines with teams
 - Problem-solving workshops:
 - Use of the "A3" method
 - Progress action planning

- Quality tools:

- Failure Modes, Effects and Criticality Analysis (FMECA) of products and processes.
- Project management with quality gate reviews
- Reliability practices to reduce the risk of human error
- Small issue handling before the appearance of a non-conformity
- Quality event handling via the “8D” method or the “A3” method as an alternative.

6.2 Quality Management

- 6.2.1 If a Quality Management Plan or Quality Assurance Plan is required in connection with the supply of Goods and/or provision of Services defined in the Purchase Order, the Supplier shall inform the Buyer of the methods and /or and documentation that the Buyer shall use to perform the Purchase Order.
- 6.2.2 The Buyer, its Customer, or any third party appointed by it, or any appropriate authority, shall be entitled to audit the premises of the Supplier, its subcontractors, and suppliers, for the purposes of ensuring that the supply of the Goods and/or performance of the Services are fulfilled in accordance with the stipulations of the Purchase Order.
- 6.2.3. Quality audits of the Supplier, its subcontractors and suppliers may also be conducted by the Buyer or by any third party appointed by it, as part of its normal supplier evaluation process or following a particular event and during performance of the Purchase Order.
- 6.2.4 The Supplier shall permit the Buyer, Customers, a third party appointed by the buyer and/or a Customer, or any appropriate authority, to carry out verification and/or quality audits and hereby authorises unrestricted access to its premises and those of its subcontractors and suppliers.
- 6.2.5 Furthermore, the Supplier, its subcontractors and suppliers shall provide the Buyer, or any third party appointed by it, or any appropriate authority, with the evidence of due compliance with the required level of quality of performance of the Purchase Order.
- 6.2.6 Verifications, controls, monitoring, inspections and quality audits carried out by the Buyer and/or its Customer(s) and/or their representatives and/or the safety authorities and/or certified bodies shall in no way release the Supplier from its contractual obligations or decrease its liability for the Purchase Order. If it is determined that certain measures implemented by the Supplier are inadequate, ineffective or unsuitable, the Buyer will serve notice to that effect to the Supplier and the latter shall provide the Buyer with proposed remedial measures within the time requested in the notice.

6.3 Time Schedule Management

- 6.3.1 Supplier is responsible for complying with the deadlines and shall ensure that they are met in accordance with the requirements of the Purchase Order. Upon completion, delivery performance shall be measured in terms of the delivery of compliant Goods and/or Services in full and on time (OTIF - On Time in Full indicator).
- 6.3.2 To ensure that Goods and/or Services are delivered on time and in full, the Supplier shall regularly monitor the progress of production of the Goods and/or Services in accordance with the requirements of the Purchase Order including without limitation to the generality of the foregoing by monitoring the “Monthly

Compliance Rate” measuring the actual percentage of on-time delivery for each monthly milestone defined in the Purchase Order. In the event of a delay in execution measured by an insufficient Monthly Compliance Rate according to Buyer’s evaluation thereby resulting in a risk of the contractual deadline not being met, the Supplier shall take appropriate measures to deliver on time. The Supplier shall immediately inform the Buyer of any delays and remedial action plans implemented.

7. CORPORATE SOCIAL RESPONSIBILITY AND OCCUPATIONAL HEALTH AND SAFETY

7.1 Health and Safety

- 7.1.1 The Supplier shall (and ensure that its servants or agents shall) observe and comply with all safety, health and environmental legislation and with the Buyer’s rules, regulations and requirements; (including health and safety training).
- 7.1.2 The Supplier shall provide a safe system of work including all appropriate personal protection equipment and health, safety and welfare facilities for its servants or agents.
- 7.1.3 At the Buyer’s request, the Supplier shall be required to attend any safety training arranged by the Buyer from time to time during the currency of this Subcontract. All costs however so incurred by the Supplier in attending any health and safety training shall be borne by the Supplier.
- 7.1.4 The Supplier undertakes to comply, and ensure that its servants and agents comply, with all the safety and security rules applying on the Site(s).
- 7.1.5 The Supplier must keep its places of work clean, tidy and in an orderly manner.

8. SUPPLY AND USE OF HAZARDOUS CHEMICALS OR ARTICLES CONTAINING THEM

- 8.1 If applicable the Supplier warrants to ensure that products (substances, mixtures, or articles) supplied or used in connection with the Purchase Order are in conformity with the provisions of the REACH Amendment Regulation 2021 (“REACH Regulation”) as the case may be and to send the Buyer proof thereof.

Substances and mixtures:

- 8.2 For substances or mixtures covered by the REACH regulation, the Supplier must check that all the substances or mixtures supplied or used in connection with the Purchase Order have already been registered with the requisite authorities.
- 8.3 If an application for authorisation is needed for the substance supplied to the Buyer on its own or in a mixture, the Supplier undertakes to inform the Buyer of its intention to file the necessary application, no later than one (1) month after publication by the requisite authority.
- 8.4 If approval is not granted or the Supplier fails to observe the substance's restriction conditions, the Supplier shall propose an alternative product to the Buyer in writing within three (3) weeks, and the latter may accept or refuse it. If no alternative product

is proposed by the Supplier and/or approved by the Buyer (the Supplier's proposals are limited to two (2)), the Buyer may cancel the Purchase Order.

- 8.5 The Supplier certifies to the Buyer that no articles or parts thereof that are covered by the Purchase Order contain any substances included on the list of Substances of Very High Concern (SVHC) in article 59 §1 of the REACH regulation (SVHC) above a concentration of 0.1% weight by weight. Failing which, the Supplier shall name the SVHC concerned and all the relevant information, including its location and integration, and shall justify its presence.

9. MONITORING

- 9.1 Throughout the performance of the Purchase Order, the Supplier shall give full access to its facilities to the Buyer and/or its Customer(s) and/or their representatives and/or the safety authority and/or the appropriate organizations to carry out surveillance and/or control over the documents, data, information and/or the performance of the Goods and/or Services within 24 (twenty four) hours of the latter's request.
- 9.2 At the request of the Buyer, the Supplier shall provide all the information relevant for the performance of the Purchase Order, such as but not limited to the Supplier's organizational structure and quality plan.
- 9.3 The Buyer is entitled to check, monitor and verify the Supplier's fulfilment of the Purchase Order by any means, either at the place of manufacturing of the Goods and/or provision of the Services, or in a laboratory of its choice.
- 9.4 If during verifications, controls and/or monitoring the Buyer and/or its Customer(s) and/or their representative and/or the safety authority and/or the approved organisations identify one or more non-conformities and/or failure to meet contractual obligations, the Buyer will notify the Supplier in writing. The Supplier shall then take all necessary remedial measures to comply in full with the Purchase Order, at its own expense, within 10 (ten) days of receipt of such notification. The Supplier shall provide the Buyer and/or its Customer(s) and/or their representatives and/or the safety authorities and/or approved organisations concerned, free of charge at the Supplier's facilities and/or offices with a dedicated air-conditioned room with the necessary facilities and supplies, including access to a telephone, the Internet and a printer, to conduct their audit, controls and/or monitoring.
- 9.5 If the Supplier fails to fulfil its obligation to provide all information proving quality compliance and relating to the progress of the Purchase Order, resulting in the need for verifications, checks and/or monitoring in addition to those initially provided for under the Purchase Order, the Buyer reserves the right to invoice the additional verifications, checks and/or monitoring in the form of a lump sum of three thousand pounds (£3000) per inspection, verification, checks and/or monitoring, in addition to travel expenses for the inspectors. Said lump sum and travel expenses shall be the object of a dedicated invoice by the Buyer. The Supplier acknowledges that the sum of three thousand Pounds plus travel expenses for the inspectors is a true reflection of the costs incurred by the Buyer in respect of carry out inspection, verification, checks and/or monitoring.
- 9.6 The Supplier undertakes to include the provisions of Clause 9 in any agreement between the Supplier and its subcontractors and/or suppliers to ensure that the corresponding obligations apply to any subcontractors.

10. PRICE

- 10.1 In setting the price, the Supplier is deemed to have taken into account all constraints inherent in supply the Goods and/or performance of the Services, as specified in the Purchase Order. The agreed price is always "exclusive of tax". The price is stated in the Special Conditions. Unless otherwise stipulated in the Special Conditions, the price is considered firm and final and is not subject to escalation amendment.
- 10.2 The Supplier bears all the costs related to taxes, duties and deductions arising out of or in connections with the supply of the Goods and/or performance of the Services including but not limited to sampling costs, controls, analysis, expert appraisal and tests stated in the Purchase Order's Special Conditions, or required further to the detection of a nonconformity, or any normal costs in the profession, or costs required by any authority or organisation arising out of or in connection the supply of the Goods and/or Services.
- 10.3 Where the Special Conditions set the unit prices of the Goods and/or Services, the price of transport, where applicable, must be stated separately.

11. INVOICING

- 11.1 Invoices must be issued after performance of the Supplier's obligations at the dates stated in the Purchase Order. If performance of the Purchase Order is delayed for reasons attributable to the Supplier, delayed payment shall not include any late payment interest.
- 11.2 Unless otherwise stated in the Purchase Order all Invoices must be sent for the attention of the Accounting department of the Buyer at Unit 6 Portside Park, Kings Weston Lane, Avonmouth, Bristol, BS11 8AR.
- 11.3 Invoices must state the Purchase Order number and include all items required by the applicable law, they must set out the work carried out by the Supplier giving rise to an entitlement to payment and be accompanied by all the necessary supporting documents as required by the Purchase Order. The Buyer is entitled not to pay and deem such invoices null and void any invoice in breach of legal requirements or issued in advance the date of invoicing agreed upon in the Purchase Order or otherwise non-compliant with the provisions of the Purchase Order and/or the provisions of this Clause 11.3
- 11.4 If the Supplier issues an invoice before performing the required work or which is not compliant with the provisions of the Purchase Order, the Buyer will be entitled to reject the said invoice and any subsequent ones. An incorrect invoice that is not returned by the Buyer shall not be construed as the Buyer's acceptance thereof or as a waiver or forbearance of any right, howsoever arising, that the Buyer has to challenge or amend it.
- 11.5 The Purchase Order does not give rise to a right to payment of any advances or down payments.

12. TERMS OF PAYMENT

- 12.1 Subject to compliant performance of the Purchase Order by the Supplier and acceptance of the invoice by the Buyer, payment of any invoice shall be made sixty (60) days from the date of receipt by the Buyer of an invoice submitted in accordance with Clause 11.3.

The invoice will be deemed invalid if it is received by the Buyer more than five (5) Days after its date of issue.

- 12.2 Except otherwise stipulated in the Purchase Order, payments are made by bank transfer.
- 12.3 Except with prior written authorisation by the Buyer, a term of payment cannot be invoiced and paid until the previous term has been invoiced and paid.
- 12.5 The Buyer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, The Buyer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Buyer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.
- 12.6 No assignment by the Supplier of any right arising under or in connection with the Purchase Order shall be valid without the written permission of the Buyer. Prior to seeking permission from the Buyer for any assignment (including within the frame of factoring, delegation or subrogation) of its debts in respect of the Purchase Order, the Supplier must notify the Buyer's registered office and the Buyer's establishment that issued the Purchase Order. The Supplier shall quote any permitted assignment on its invoices.
- 12.7 The Supplier shall procure that the new beneficiary creditor shall send the Buyer notice of any debt assignment of any kind, and that the notice shall satisfy any procedures prescribed by applicable law. The Supplier irrevocably undertakes (in instances where it receives payment by mistake and irrespective of any exceptions it may invoke against the person, organisation or credit institution benefitting from the receivables) to immediately and directly pay this third party the funds received, at the Supplier's own expense, and discharge the Buyer of any liability. The Supplier shall hold the Buyer harmless and indemnify it against any adverse consequences of any error from itself or the new beneficiary creditor.

13. TIME SCHEDULE - DELIVERY

- 13.1 The time schedule or completion dates ("Schedules") for supply of the Goods and/or performance of the Services are defined in the Special Conditions of the Purchase Order. Time periods are always calculated including the starting and ending dates. Time is of the essence in respect of any date set out in the Purchase Order for the delivery/completion of any Services, Goods and/or Deliverables.
- 13.2 The Schedule defined in the Purchase Order is deemed to take all the Supplier's obligations and constraints into account. Acceptance of the Purchase Order by the Supplier is an irrevocable commitment to Schedule or dates as set out in the Purchase Order and the Supplier accepts and acknowledges that time is of the essence.
- 13.3 Goods - packing
 - 13.3.1 The Supplier undertakes to deliver the Goods and Deliverables to the places and on the dates specified in the Purchase Order. Early delivery of the Goods, including the related Services, is subject to the prior written consent of the Buyer. Goods and Services must be delivered during the opening hours of the place of delivery stated in the Purchase Order or notified by the Buyer before delivery.
 - 13.3.2 The Supplier must send advance notice of delivery to the Buyer's establishment one week before any shipment of Goods. For shipment of Outsize Cargo, notice

must be sent sixty (60) Days before shipment together with its weights and dimensions. If such notice is not sent, the Buyer may refuse delivery, and the delivery will be deemed not to have taken place. A new date will be agreed as soon as possible.

- 13.3.3 Any partial delivery is subject to the prior written consent of the Buyer. Furthermore, Deliverables must be delivered by post, e-mail or another mode of transport meeting the conditions of the Purchase Order (in particular the markings and protection, Purchase Order number, name of the Buyer's technical supervisor, contents of the package, etc., stated in the Purchase Order if the package is not confidential). All deliveries must be accompanied by a delivery note, which must be signed by the Parties. The delivery note must refer to the Purchase Order and itemize the quantities of Goods and list the Services specified in the Purchase Order. Each of the Goods must be labelled with the reference of the Purchase Order concerned.
- 13.3.4 The signing of a delivery note by the Buyer only confirms delivery of the Goods and Services. It can on no account be construed as recognition of compliance of the Goods and Services with the Purchase Order's specifications, and the Buyer reserves the right to notify the Supplier of any reservation, loss, damage or nonconformity of the Goods and Services.
- 13.3.5 Unless otherwise specified in the Purchase Order, the packing must be appropriate for the type of transport specified therein (in particular the markings and protection) and must ensure effective protection against any damage or loss, from the point of view of both handling and of safeguarding up to its place of delivery. Unless otherwise specified in the Purchase Order, the Supplier is inter alia responsible at its cost and risk for loading and carriage (including without limitation administrative formalities, inspection charges and custom duties) of the Goods. Compensation for damage and/or loss due to defective, inadequate or un-adapted packing is entirely chargeable to the Supplier.
- 13.3.6 The packages must bear the Purchase Order reference clearly and legibly on each side and include all the markings stipulated in the Purchase Order, in particular:

The weight of each shipping unit and the location of the slinging must be stated on all heavy shipping units.

Returnable containers will be returned (barring an exceptional agreement) at the Supplier's expense. Packing lists sent by the Supplier must state:

- the reference of the Purchase Order,
- the destination of the shipment for each subset,
- the Supplier's company name,
- the date of shipment,
- the itemized bill of materials of the articles, with the number of shipping units, the gross and net weights,
- the reference of the parts and the corresponding plans.

If shipment of some or all of the Goods is delayed at the request of the Buyer, the Supplier is required, under its responsibility, to warehouse them free of charge for three (3) months, and thereafter for a fee to be agreed by mutual consent of the Parties.

It is agreed that the Supplier must insure the Goods against damage, including for the duration of their warehousing.

During performance of the Purchase Order, the Buyer may change the place of delivery stated in the Purchase Order, in which case the prices may be increased or decreased to reflect the effect of this change on the Supplier's costs.

13.4 Services

- 13.4.1 The Services must be performed and the Deliverables supplied within the time specified in the Purchase Order.
- 13.4.2 Early performance of the Services, including the related Deliverables, is subject to the prior written consent of the Buyer.
- 13.4.3 Delivery of the Goods and/or completion of the Services does not imply receipt or acceptance thereof. Partial or advance delivery of the Goods and/or Services (including Deliverables) is prohibited without the prior consent written of the Buyer. If no such consent is forthcoming, the Goods and Services will be deemed not to have been delivered.

14. ACCEPTANCE

14.1 The acceptance procedure consists of all the operations through which the Buyer checks the visual conformance of the Goods and/or Services to the terms of the Purchase Order.

14.1.1 Acceptance of Goods and/or Services with industrial commissioning

- (a) When a specific procedure is not included in the Purchase Order, on completion of installation Services and/or on completion of the supervision of the Goods installation, the Supplier shall notify the Buyer in writing seven (7) Days in advance that the Goods are ready for operation. A joint control of completion of the Goods and Services is conducted. The Goods and Services are put into operation for a period of thirty (30) Days. If a failure occurs during that period, the Supplier shall repair or replace the Goods and/or reperform the Services at its own expense.
- (b) At the end of the aforesaid period of thirty (30) Days, subject to normal operation being noted for at least twenty (20) consecutive Days and acceptance of the related Deliverables, the Supplier will notify the Buyer in writing seven (7) Days in advance in Purchase Order to carry out the necessary tests and check the conformity of the Goods, Services and/or related Deliverables and thereby proceed with Acceptance in the presence of both Parties. The Buyer shall issue the acceptance report, or a statement of non-conformity within a reasonable timeframe from when verifications have been completed.

14.1.2 Acceptance of the Goods without industrial commissioning

- (a) The Buyer shall issue an acceptance report, or a statement of non-conformity within a reasonable timeframe from when verifications have been completed.

14.1.3 Acceptance of Services

- (a) In the absence of a specific procedure in the Purchase Order, the Supplier shall notify the Buyer of completion of the Services and where

applicable will provide a completion report or study report. The Buyer shall issue an acceptance report, or a statement of non-conformity within a reasonable timeframe from when verifications have been completed.

14.1.4 Statement of non-conformity

- (a) If a statement of non-conformity of the Goods and/or Services is issued during the acceptance verifications, the Supplier undertakes to correct the non-conformities listed in the said statement within the deadline specified therein, or in absence of deadline, within seven (7) Days of notification thereof. All Goods and Services presenting a non-conformity are deemed not completed.
- (b) No payments are due until the non-conformities have been corrected.
- (c) After correction of the non-conformities by the Supplier, a second acceptance procedure will be carried out to ascertain that the Goods and/or Services comply with the Purchase Order. If non-conformities are identified after the second acceptance procedure, the Buyer may refuse or reject the Goods and/or Services, as provided for in Clause 15. All costs arising out of or in connection with the correction of the non-conformities of the Goods and/or Services shall be fully and exclusively borne by the Supplier. The Supplier shall indemnify the Buyer for any costs, losses and/or expenses arising incurred by the Buyer arising out of or in connection with the correction of the non-conformities of the Goods and/or Services.

15. REJECTION OF GOODS AND/OR SERVICES

- 15.1 If any non-conformities in the Goods and/or Services are noted after the second acceptance procedure as set out in Clause 14 above, the Buyer may refuse or reject all or part thereof, without prejudice to compensation for damage it may claim. Moreover, any sums already paid by the Buyer for the said Goods and/or Services must be reimbursed immediately, without prejudice to Buyer's right to termination of the Purchase Order for breach.
- 15.2 Any Goods and/or Services refused or rejected must be taken back by the Supplier within eight (8) Days of receipt of the notice of refusal or rejection. If the Goods have not been recovered by the Supplier within the said period, the Buyer may, at the cost, expense and risk of the Supplier, (i) destroy the Goods, or (ii) return them to the Supplier, or (iii) place them in storage pending collection by the Supplier. All costs arising further to refusal or rejection of the Goods are fully and exclusively borne by the Supplier, including costs and/or expenses incurred by the Buyer.

16. TRANSFER OF TITLE AND TRANSFER OF RISKS

- 16.1 Transfer of risk relating to the supply of Goods and/or performance of Services occurs upon signature by the Buyer of the acceptance certificate, subject to the provisions of Clause 18 – Intellectual Property. If the Buyer uses the Goods and/or Services prior to signature by the Buyer of the acceptance certificate, this cannot be construed as acceptance and/or transfer of risk of the said Goods and/or Services.

- 16.2 Transfer of title occurs at the time of delivery of the Goods. It is hereby agreed that transfer of title does not affect the Buyer's right to refuse the Goods, in which case title thereof will revert to the Supplier.
- 16.3 Transfer of risk and title does not legally or materially affect any obligation of the Supplier pursuant to the Purchase Order.

17. WARRANTY

- 17.1 The Goods are guaranteed free of any lien, pledge and bond.
- 17.2 The Goods and/or Services must be performed according to the prevailing state-of-art and delivered complete and compliant with the provisions of the Purchase Order and fit for any purpose made known or implied in the Purchase Order.
- 17.3 The Supplier warrants conformity of the Goods and/or Services during the period specified in the Special Conditions, or failing which for twenty-four (24) months from the date of acceptance of all the Goods and/or Services, as stipulated in Clause 14.
- 17.4 Under the warranty obligation, the Supplier shall at its own costs, promptly, and however no later than upon the date stipulated by the Buyer, carry out any replacement, repair, correction, modification or adjustment required to achieve or maintain the characteristics, performances and results guaranteed to the Buyer. Such replacements, repairs, corrections, modifications or compliance of the Goods and/or Services may, at the Buyer's choice, be carried out at the Buyer's site, or on the Site of its Customer or at the Supplier's site. If it appears necessary to carry out repairs, corrections, modifications or back-fitting other than on the Site or the Buyer's site then the costs of repatriation of the Goods and their return to the Site or the Buyer's site (as well as the risks attached thereof) after repairs, corrections, modifications or back-fitting shall be fully borne by the Supplier and the Buyer shall specify the transportation method to be used, including air freight, at the Seller's cost.
- 17.5 All costs and damage arising out of or in connection with the non-conformance of the Goods and/or Services (including but not exclusively back fitting, manpower, the Buyer's engineering costs, the costs of packing, shipment and customs duty) shall be fully and exclusively borne by the Supplier. After being served formal notice, if the Supplier refuses to bring the Goods into compliance or is unable to meet the requirements and demands stated above, the Buyer shall be entitled to perform or have a third party perform, forthwith and without any other notice or formalities, at the Supplier's cost and risk, anything required to bring the Goods into compliance. In such case, the Supplier shall continue to warrant the Goods and/or Services as provided for in the Purchase Order. When a replacement, repair, correction or modification of all or part of the Goods and/or Services has been performed, the Goods and/or Services affected by the defect shall be re-warranted under the same conditions as those set out in the present General Terms and Conditions of Purchase and/or in the Special Conditions of the Purchase Order, for an additional period equal to the original warranty period, as from the date of acceptance of the replaced, corrected, repaired or modified Goods and/or Services.
- 17.6 In addition to the aforementioned warranties, the Supplier shall remain liable for any latent defect in the Goods and/or Services and/or Deliverables.
- 17.7 None of the above provisions shall be construed as restricting any of the Buyer's (or, as further owner of the Goods and/or Services, its Customer's) rights and remedies at law or otherwise.

- 17.8 Without prejudice to the Buyer's right to terminate the Purchase Order on the basis of material default, in the event of a latent defect and/or repeated non-conformity of Goods and/or Services and/or the Deliverables the Parties shall meet to discuss in good faith solutions to implement in order to rectify the Goods and/or Services and/or Deliverables to conform to the requirements of the Purchase Order.

18. INTELLECTUAL PROPERTY

18.1 Background Knowledge

18.1.1 Buyer's Background Knowledge

- (a) As between the Parties, the Buyer remains the exclusive owner of the intellectual property rights of its Background Knowledge. For the purposes of this Clause 18 (Intellectual Property), the Customer's input data and/or information disclosed to the Supplier for the purpose of the performance of the Purchase Order shall be considered as Buyer's Background Knowledge.
- (b) For the sole purpose of performance of the Purchase Order, the Buyer grants to the Supplier the right to use its Background Knowledge, with the right to sublicense such Background Knowledge to subcontractor subject to the prior written authorisation of the Buyer, and only as strictly necessary to perform the subcontract agreement.
- (c) The Supplier is required not to infringe the Buyer's Background Knowledge, including by refraining it from being used, copied or reproduced in full or in part, by any means and in any form, for purposes other than those strictly necessary to perform the Purchase Order and only during the term of the Purchase Order. Accordingly, the Supplier is prohibited from using the Buyer's Background Knowledge from the date of expiry or termination of the Purchase Order and shall be liable for compliance with this Clause 18 by any subcontractors.

18.1.2 Supplier's Background Knowledge

- (a) The Supplier shall notify the Buyer of any Background Knowledge held by the Supplier and which is necessary to use the Results upon conclusion of the Purchase Order at the latest.
- (b) Upon accepting the Purchase Order, the Supplier grants to the Buyer and its Affiliates a non-exclusive, royalty-free, fully-paid up, perpetual worldwide license to use Supplier's Background Knowledge to the extent of using the Results for both internal and business purposes, in accordance with the terms of Clause 18.2. When relating to know-how, such license shall last until such know-how becomes public. The Buyer shall be entitled to grant sublicenses and/or to assign this Background Knowledge right to use to whomever it may deem fit, including the Buyer's Affiliates.
- (c) The Supplier grants the Buyer and its Affiliates the right to disclose, register, reproduce, use, translate, adapt, modify and communicate its Background Knowledge as needed by the Buyer and its Affiliates to use the Results, with a right to sublicense it to any third parties.
- (d) The financial consideration for this license is lump sum and included in the price of the Purchase Order.

18.1.3 Results

- (a) Unless stipulated otherwise in the Purchase Order, the Supplier assigns all the Results and intellectual property rights attached thereto, on an exclusive basis to the Buyer, the ownership and title being transferred along completion.
- (b) The Supplier waives all and any rights whatsoever it may claim on the Results and warrants that it has procured the same waiver from its personnel, subcontractors and their personnel. The Results constitute Confidential Information belonging to the Buyer and must be treated as such by the Supplier.
- (c) The price of the Purchase Order includes the lump sum remuneration of the Supplier of the above-mentioned assignment of these Results to the Buyer as well as the related intellectual property rights attached thereto, as specified in this Clause 18.
- (d) The Buyer shall therefore be free to use the Results as it wishes, and to decide the appropriateness and choice of any legal protection measures to be implemented in connection with the said Results
- (e) The Supplier shall not restrain or otherwise hinder the use of the Results by the Buyer, in particular through an intellectual property right.

18.1.4 Copyright - Software

- (a) If the Results include, in full or in part, creations which can be protected by copyright, then all such creations, including but not limited to computer developments, such as software, databases, the design of the “look and feel” of the software screens created in the course of the performance of the Purchase Order (hereinafter referred to as “Creations”), shall be the exclusive property of the Buyer, the ownership and title being transferred along completion.
- (b) Therefore, the Supplier, acknowledging being author of the Creations, or at least the assignee of the copyright over such Creations, exclusively assigns to the Buyer, all intellectual property rights attached to the Creations, with the exception of the Supplier’s moral right, whatever is the nature of the considered work i.e. an individual work, a collaborative work (carried out by a member of the Supplier’s staff) or a collective work:
- (c) The exclusive right to reproduce them without limitation as to number, digitise, duplicate, print, record in whole or in part of each of the Creations, for whatever reason an in any manner specifically by any technical processes, on any media, known or unknown on the date of the Purchase Order, in any formats; this right to reproduce includes a permanent or temporary right to reproduce any software in full or in part, by any means and in any form, and in particular by any loading, display, performance, transfer or storage operation;
 - (i) The right to translate which includes the right to produce any version of all or part of each of the Creations in French and any foreign language, as well as in any computer language;
 - (ii) The right to adapt, arrange, modify, correct errors, and the right for the Buyer to alter or have any third party alter each Creation in full or in part whether in writing, orally, through telematics or digital, etc. form, and for any kind of use;
 - (iii) The right to publish, broadcast, edit and re-edit, without any limitation on the number of editions. Such rights shall include reprographic rights and all derivative rights thereof, to sell, grant or assign the rights of use, the right to rent and lend

copies of each of the Creations in its original version or in any adapted, arranged, modified, corrected, converted or translated version, either free of charge or against payment;

- (iv) The right to represent, exhibit, display, broadcast and use all or part of each of the Creations, in its original version or in any adapted, arranged, modified, corrected converted or translated version, through any means of communication to the public known to this day and in particular by public recital, television broadcasting, including radio broadcasting, satellite transmission, active or passive initial or secondary cable distribution, public projection, disclosure/transmission in a public place, digital disclosure/transmission online or over media, by public presentation and any other means;
- (v) The right to use, monitor and maintain the Creations;
- (vi) The right to integrate all or part of the Creations with or without modification;
- (vi) The right to decompile the Creations, especially software.
- (d) The Buyer shall be entitled to a worldwide use of the aforementioned rights for commercial or non-commercial purposes (including for research purposes) for its own activities and those of its Affiliates and for as long as the legal protection of said rights shall last (and without any limitation of any kind regarding edition, broadcasting, rerun or use).
- (e) The Supplier transfers to the Buyer all property rights over the media for the Creations, allowing their copy in number and their adaptation. For software Creations, the assignment shall apply to both the object code and the source code version and will include the preparatory design material and associated documentation enabling a person skilled in the art to understand the source codes. The Supplier must provide a copy of all these media forthwith to the Buyer on completion of the Purchase Order, or prior to this on request by the Buyer.
- (f) The Buyer has the right to retrocede all or part of such acquired intellectual property rights to any third parties of his choice, by any means, especially by means of assignment, concession or any other legal means.
- (g) The payment due for the assignment of intellectual property rights as defined in this article is expressly included in the agreed price of the Purchase Order.

18.1.4 Third-party intellectual property rights

- (a) Should the performance of the Purchase Order and/or use of the Results require the use of intellectual property rights or know-how belonging to third parties, the Supplier shall be responsible to obtain assignment or license in terms similar to this Clause 18 from the said third parties for its own benefit, including the right to sublicense them to the Buyer. Such assignment or license is transferred or granted to the Buyer for any use for all purposes, including for research purposes, for the activities of the Buyer and those of its Affiliates, for the entire world, and for the legal period of protection of the said rights, or with regard to know-how, as long as the know-how has not fallen into the public domain. With regard to the assignment of copyrights to the Creations from a third party, its scope, terms and conditions shall be in terms similar to the terms and conditions of Clause 0 above.
- (b) The remuneration for this assignment or license is expressly included in the agreed price of the Purchase Order.

18.1.4 Special case of employees

(a) Subrogation in the rights of employees

The following provisions apply, including but not limited to inventions, software and databases created by the Supplier's employees in performing the Purchase Order (for the purposes of this Clause 18 (Intellectual Property), the term "employees" means any natural person working for or on behalf of the Supplier). The Supplier undertakes to secure the same commitments as those specified in this Clause from any subcontractors it may use with regard to their own employees, and shall be responsible to obtain the same commitment from its subcontractors.

The Supplier shall take all necessary measures in Purchase Order to ensure that the rights owned by its employees are automatically transferred to the Supplier then to the Buyer, when they are carrying out the necessary studies, research and development to perform the Purchase Order.

The Supplier shall be responsible to pay any additional remuneration due to its employee inventors.

For any invention generated outside the scope of work of the Purchase Order, the Supplier undertakes to secure the rights attached to the invention by paying the fair price and shall then assign to the Buyer the invention as well as the related intellectual property rights attached thereto, the corresponding price being already included in the agreed price of the Purchase Order.

The Supplier shall be responsible to obtain the fulfilment by its employees of all formalities such as signing the necessary powers of attorney, deeds of assignment or statement to ensure the legal protection of the Results by the Buyer.

(b) Assignment of copyright of employees to the Supplier

For the purpose of assigning the copyrights as defined in Clause 18.1.4 the Supplier shall be responsible to obtain from its employees authors of the Creations and/or designs, the assignment of all their economic copyrights, subject to their moral rights, in accordance with the terms and conditions of this Clause 18.

18.1.5 Guarantees

The Supplier warrants that it is the owner or assignee of all the intellectual property rights attached to the Results and to any Background Knowledge licensed to the Buyer under this Clause 18., in particular the copyright of the various executants of the Results whether these are its employees or third parties such as any subcontractors, and that it may therefore freely assign such within the conditions stipulated in

The Supplier warrants the Buyer that the Results do not infringe any pre-existing intellectual property rights owned by any third party, any subcontractors, or those of an employee of the Supplier or any of its subcontractors.

Accordingly, the Supplier shall indemnify the Buyer against all costs and damages claimed against the Buyer based on the ownership and/or exploitation of any intellectual property right or personality or image right associated with the Results, which is brought by any third party or its employees or those of its authorized subcontractors and shall indemnify the Buyer for any costs, indemnities, legal fees and expenses which may be incurred or to which the

Buyer may be held liable as a result of such claim or action. The Supplier shall provide full assistance to the Buyer, should such claim be filed against the latter.

Furthermore, should such a claim or action succeed the Supplier shall be responsible for obtaining from the third party or (if applicable) the Supplier's employees or the employees of its authorised subcontractors, the assignment, concession or sub-concession of the disputed intellectual property right, or the authorization associated with the exploitation of the personality or image rights belonging to the third party or the employee and to pay the required consideration, so as to enable the Purchase Order to be complied with and the peaceful use of the Results by the Buyer. In the absence of which, and subject to the Buyer's consent, Supplier shall modify the Results. If this solution is not feasible, the Buyer will be entitled to terminate the Purchase Order forthwith, without prejudice to any the damages it may claim from the Buyer.

The Supplier shall grant the same warranties as those stated above in respect of any Background Knowledge granted under license to the Buyer in the terms of Clause 0.

19. CONFIDENTIALITY

- 19.1 The Supplier undertakes at all times that it will keep confidential the Confidential Information that it receives from the Buyer. Confidential Information shall not be disclosed, reproduced, used, adapted, modified or transferred by the Supplier without the Buyers' prior written consent and Confidential Information shall only be used or reproduced only to the extent necessary to perform the Purchase Order. Accordingly, the Supplier shall not disclose directly or indirectly, license, transfer in any manner whatsoever the Confidential Information to any person other than members of its staff, its employees or, if applicable, other third parties on a strict need-to-know basis and only to the extent necessary for the performance of the Purchase Order. The Supplier shall and obtain from all such persons the commitment to abide by all obligations, in particular the obligation of confidentiality as described in this Clause.
- 19.2 Moreover, upon Buyer's request or at the expiration or termination of the Purchase Order, the Supplier undertakes to return to the Buyer any document provided by the latter in any form whatsoever, and/or destroy all documents in any form whatsoever, containing Confidential Information and then certify in writing the destruction of the documents. If such aforementioned storage mediums are destroyed, the Supplier shall send the Buyer a certificate of destruction. The Parties agree that the Supplier may retain in its automatic backup systems any Confidential Information that cannot be reasonably destroyed, provided however that such data shall not be accessible or used by the Supplier and that such data shall be destroyed in accordance with the Supplier's policy and practices related to the management of documentation.
- 19.3 The obligations stipulated in this Clause 19 shall survive after expiry or termination of the Purchase Order for any cause whatsoever as long as the Confidential Information concerned has not become public, otherwise than as a result of any act or omission of the Supplier.

20. FORCE MAJEURE

20.1 Force majeure event shall mean any unforeseeable event beyond the control of the Party invoking it that is unavoidable and that prevents said Party from performing its obligations. When a force majeure event arises, the Party invoking it shall take the appropriate measures to mitigate its effects and notify the other Party by registered letter with acknowledgement of receipt, setting out the circumstances such Party is facing, the foreseeable consequences including but not limited to due performance of the Purchase Order and the mitigation actions taken to date, it being understood that the Party invoking force majeure shall use its best efforts to mitigate said consequences and find the most appropriate solutions to solve the problems resulting therefrom. The Purchase Order's completion deadline shall be extended for a duration equal to the duration of the force majeure event. The Party invoking a duly notified force majeure event shall not be held liable for failing to meet, or only partially meeting, the obligations affected by the force majeure event for as long as it lasts. Said Party remains bound by any obligations not affected by the force majeure event. If no agreement can be reached concerning the measures to take, and if the force majeure event lasts for more than 60 (sixty) Days from notification thereof, the Buyer may terminate all or part of the Purchase Order without any cost or indemnification being due to the Supplier.

21. LIABILITY – INSURANCE

- 21.1 The Supplier is liable for loss and/or damage of any kind caused by the Supplier or its subcontractors to the Buyer, without any limitation unless otherwise provided in the Special Conditions. In any case, no limitation shall apply to bodily injury and losses and damages resulting from non-compliance with confidentiality and/or intellectual property provisions and/or gross negligence and/or willful misconduct.
- 21.2 The total liability of the Buyer to the Supplier under or in connection with the Subcontract whether in contract, tort (including negligence) under any indemnity or however so arising shall, to the extent permitted by Law, not exceed 50% of the price of the Purchase Order. The Buyer shall not be liable for any loss of profit, loss of production, loss of opportunity, bargain, shortfall, damage to the corporate image or brand or any indirect and/or consequential loss and/or damage, whatever the time, the origin and the cause of such damage or loss suffered by the Supplier.
- 21.3 The Supplier shall subscribe and maintain in effect the necessary insurance policies in a sufficient amount to cover any risk and liability arising out of or in connection with the performance of the Purchase Order, including an insurance policy covering damage or injury caused to the Buyer and to other third parties. Said insurance policies shall be taken out with well-known creditworthy insurance companies.
- 21.4 Prior to conclusion of the Purchase Order, the Supplier shall provide insurance certificates issued by its insurer(s) within the past six (6) months, stating the number and effective date of the insurance contract, the coverages granted, their amounts and deductibles, the sub-limits, the activities, the nature of the works or tasks covered, and the Supplier shall provide evidence that it has duly paid all the related premiums. For a multiyear insurance contract, the Supplier shall provide the aforesaid certificate(s) every year, on the due date of the insurance policy. However, subscription to said insurance policies does not in any way relieve the Supplier from its obligations and liabilities arising out of or in connection with the Purchase Order.

22. EXPORT CONTROL AND INTERNATIONAL SANCTIONS

- 22.1 Each Party undertakes to observe and comply with all export control laws and regulations, including but not limited to American, French, United Kingdom, European Union and Chinese laws and regulations that may apply to the Goods (or their components) and/or Services with regard to the Purchase Order, as well as with applicable international sanctions as may be amended from time to time. Under this clause, “international sanctions” means any measures (including embargos) adopted by international organizations and States, including but not limited to the United Nations, the European Union, the United States, the United Kingdom and France, and more generally any financial or commercial restriction measures imposed on a country, entity or individual.
- 22.3 Accordingly, the Parties shall on no account communicate to third parties, or transfer, export or re-export all or part of the Goods and/or Services, technical data, technologies, Deliverables, Results or any direct product of the latter, provided in connection with the Purchase Order, in breach of the aforesaid laws and regulations.
- 22.4 The Supplier undertakes to inform the Buyer in writing if any of the Goods, Services, technical data, technologies, Deliverables, Results or any direct product of the latter, provided in connection with the Purchase Order, are subject (or not) to export control laws and regulations and applicable and applicable export or re-export restrictions or bans. This information is provided via the “Declaration regarding export restriction” form appended to the Purchase Order, which the Supplier must fill out and return to the Buyer before the deadline indicated in the Purchase Order.
- 22.5 The Supplier hereby represents and warrants that the information sent to the Buyer is complete and accurate, and undertakes to inform the Buyer in writing as soon as it learns of any changes in export controls applying to the Goods, Services, technical data, technologies, Deliverables, Results or any direct product of the latter, provided within the framework of the Purchase Order in Purchase Order for the Buyer, or its Customers, Affiliates or other third parties to comply with these laws and regulations.
- 22.6 When, in Purchase Order to perform its obligations, the Supplier must export any of the Goods (or their components) and/or Services covered by the Purchase Order, it hereby represents and warrants either that on the effective date of the Purchase Order it has the required approvals or licenses in respect of the regulations of the countries of origin or export of the said Goods (or component) and/or Services, or that it will make the necessary applications for their obtaining in sufficient time to properly perform its obligations.
- 22.7 The Buyer undertakes to send to the Supplier forthwith any documents and information the latter requires in connection with export license procedures and in particular to sign or have signed by its Customer the end use undertakings that the Supplier will send it for that purpose.
- 22.8 If such authorisations or export licenses cannot be obtained within the allotted time due to the Supplier, the Purchase Order may be terminated by the Buyer for Supplier’s default without prejudice to any claims for damages under the terms of Clause 31.1 (Termination).

- 22.9 If the license is withdrawn, not renewed or invalidated due to the Supplier, the Buyer may terminate the Purchase Order for Supplier's default without prejudice to any claims for damages under the terms of Clause 32.1 (Termination).
- 22.10 The Supplier represents and warrants that it is not included on any lists of entities subject to import or export restrictions or bans applicable to the Goods (or their components) and/or the Services covered by the Purchase Order.
- 22.11 Furthermore, the Supplier represents and warrants that neither it, its parent company nor its subsidiaries are subject to international sanctions.
- 22.12 The Supplier shall immediately inform the Buyer of (i) any breach of its commitments as defined in this Clause, and (ii) any commercial suspension, investigation or civil or criminal convictions against itself and/or all or any of its executives and/or any affiliates for failure to comply with international sanctions or for any other reprehensible acts of a similar nature.
- 22.13 The Buyer reserves the right to conduct audits and require from the Supplier inspection reports and certifications, or any other document attesting to its compliance with the laws and regulations set out in Clause 22.1.
- 22.14 The Supplier shall indemnify and hold harmless the Buyer against any claims loss or damages resulting from the Supplier's failure to meet any of its obligations stipulated in this Clause 22.

23. AUDIT

- 23.1 The Buyer may at any time carry out on its own behalf and at its own expense and/or on behalf of its Customer subject to special conditions as they may be agreed, an audit, notably of the resources and tools allocated by the Supplier to perform the Purchase Order. Such an audit or audits may focus, for instance, on the compliance of the Supplier with its contractual obligations.
- 23.2 Such an audit or audits may, at the Buyer's option, be carried out either by the Buyer's internal audit structure or by an external firm.
- 23.3 The Buyer shall notify the Supplier of its intent to carry out an audit, with at least a twenty-four (24) hours advance notice in writing. In any event, the Buyer shall inform the Supplier of the identity of the selected external audit firm.
- 23.4 With regard to this audit, the Supplier undertakes to grant the auditors free access to its Site, cooperate fully with them and provide them with all the necessary information. The Supplier shall grant the designated auditors access to all its facilities, information and documents required for the proper conduct of the audit.
- 23.7 A copy or extract of the audit report will be given free of charge by the Buyer to the Supplier at the latter's request. It will be examined during a meeting of the Parties' main points of contact.
- 23.8 Should the audit highlight any non-compliance by the Supplier with its obligations, the latter shall implement the necessary remedial measures at its own expense within seven (7) Days of notification thereof by the Buyer.
- 23.9 The implementation or non-implementation of the audit procedure will not release the Supplier in any way from complying with its contractual obligations.

- 23.10 If the Supplier fails to comply with its obligations stipulated in Clauses 22 (export control and international sanctions), 25 (Modern Slavery and Bribery), 26 (Combating Fraud) and Sustainable Development Commitments applicable to Framatome suppliers dated 15 January 2018, without prejudice the right of the Buyer to terminate the Contract for material breach the Buyer may carry out additional audits, the cost of which shall be borne by the Supplier in the form of a lump sum of four thousand Pounds (£4000) per audit plus to auditors' travel expenses and accommodation. Said lump sum and travel expenses shall be the object of a dedicated invoice by the Buyer.

24. FOLLOW-UP – RETURN OF EXPERIENCE

- 24.1 Upon written request of the Buyer, the Supplier shall draft a return of experience report after completion of the Purchase Order, or periodically for a long-term Purchase Order, with related reviews focusing on commercial, technical, quality, safety, occupational safety and innovation aspects.
- 24.2 Among other things the report shall include:
- quantitative data, such as volumes actually sold, statistics on work done under guarantee concerning the Goods and/or Services object of the Purchase Order,
 - qualitative data, on possible improvements for the proper performance of a later purchase, including the drafting of its specification.
- If applicable, further information about the content of this document will be provided for in the Special Conditions.

25. MODERN SLAVERY AND BRIBERY

- 25.1 The Supplier shall comply with all applicable laws and regulations in relation to anti-bribery, anti-money laundering anti-corruption, modern slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, the Proceeds of Crime Act 2002, Terrorism Act 2000, Money Laundering Regulations 2007 and the UK Bribery Act 2010.
- 25.2 The Supplier shall promptly report any request or demand for any undue inducement of any kind in connection with the performance of the Contract.
- 25.3 A breach of this Clause 25 shall be deemed to be a material breach.

26. COMBATING FRAUD

- 26.1 The Supplier represents that it sources its component from an original manufacturer or authorised distributor of the Goods concerned with a view to ensuring the authenticity and traceability of the components.
- 26.2 The Supplier takes all the necessary measures to prevent and combat fraud, suspicious practices or counterfeiting with regard to the Purchase Order and more generally in connection with its activities or the activities it outsources.

The Supplier shall in particular take the following measures:

a procedure guaranteeing that the personnel in charge of quality assurance and control are independent in relation to the rest of the operational organizations,

introduce tools to detect this type of practice in control and inspection methods,

a whistleblowing procedure enabling any employee to notify:

a representative of the Supplier's organisation and

the Buyer through its ethics and compliance network or via the platform (Link to whistleblowing platform)

a deviation or abnormality vis-à-vis compliance of the Purchase Order with the specifications and/or likely to compromise security with regard to the Purchase Order, without being obliged to reveal his or her identity ("whistleblowing system")

- 26.3 When France is the final destination of the Goods and Services, each Party can also directly notify the and the French Nuclear Safety Authority via a portal open to the public (<https://www.asn.fr/Divers/Signalement-Lanceur-d-alerte>).
- 26.4 The Supplier shall grant the Buyer's inspectors and auditors access to its industrial facilities, workshops and quality documentation software and machine data relating to the Purchase Order:
- on the dates specified in the Purchase Order, or
- if they arrive unannounced.
- 26.5 The Supplier shall allow the Buyer to carry out joint inspections of the Goods and/or Services specified in the Purchase Order, or of the documentation, and compare the certificates issued by the Supplier with the original reports issued by the suppliers and/or subcontractors or laboratories used by the Supplier. In this respect it allows the Buyer to request the original reports from its suppliers and/or subcontractors and agrees that the latter may send them directly to the Buyer.
- 26.6 When the Buyer learns of cases of fraud, suspicious practices or counterfeiting committed in a company, and if the Supplier uses or has used the said company as a supplier and/or subcontractor for the Buyer's Purchase Orders, the Supplier is entitled to ask the Supplier to provide a list of the part numbers and Purchase Orders concerned within twenty-four hours.
- 26.7 When cases of fraud, suspicious practices or counterfeiting are detected in its own activities or in its subcontracting chain, the Supplier shall:
- inform the Buyer and where appropriate the French Nuclear Safety Authority as soon as it becomes aware thereof via <https://www.asn.fr/Divers/Signalement-Lanceur-d-alerte>,
- assess the extent of such practices (duration, volume, etc.) and their causes, and take all the corrective action needed to avoid them recurring. The Buyer, and where appropriate the Office for Nuclear Regulation in the United Kingdom and the French Nuclear Safety Authority, must be notified forthwith of the results of these assessments and the corrective action taken by the Supplier.
- 26.8 If requested by the Buyer, at the earliest opportunity, the Supplier shall replace the Goods/components and/or Service/Deliverable marred by suspicious practice, characterized by serious and consistent indications of acts constituting fraud or counterfeiting in Purchase Order to bring them into compliance with the stipulations of the Purchase Order.

- 26.9 Due observance of the provisions of this clause in no way dispenses the Supplier from due compliance of its contractual obligations and applicable law. If the Supplier fails to observe its obligations under this clause, the Buyer may terminate the Purchase Order for Supplier's default without prejudice to any claims for damages under the terms of Clause 31.1 (Termination).

27. ASSIGNMENT - SUBCONTRACTING

- 27.1 The Supplier may not subcontract all or part of the Purchase Order without the Buyer's prior written consent. If subcontracting is consented to by the Buyer the Supplier shall remain fully liable for the proper performance of the Purchase Order.
- 27.2 The Supplier may not assign all or part of its obligations under the Purchase Order without the Buyer's Consent. The Buyer may assign or transfer all or part of its obligations under the Purchase Order.

28. SUSPENSION OF THE PURCHASE ORDER

- 28.1 The Buyer may for its convenience decide to suspend the performance of all or part of the Purchase Order with immediate effect by sending the Supplier written notice thereof. In the event that part of the Services and/or Goods have already been performed, the Supplier undertakes to keep such part of the Services and/or Goods and where appropriate store it at its cost and risk for a period not exceeding six (6) months. If the suspension lasts for more than six (6) months, the Buyer in its sole discretion may terminate this Purchase Order shall consult each another to find a suitable solution or if applicable to decide to terminate the Purchase Order.
- 28.2 The Supplier shall resume the performance of any part of the Purchase Order suspended in accordance with Clause 28.1 above on written notice from the Buyer.

29. SECURITY AND ACCESS TO THE IT SYSTEM

- 29.1 The Supplier represents that it is familiar with applicable laws governing computer security, in particular those concerning computer hacking, fraudulent intrusion, unlawful presence in a system, intentional disruption of the operation of the system, fraudulent acts on data, and undertakes to comply with them.
- 29.2 In the event of unlawful or unauthorized access and/or use of data and/or IT system of the Buyer, or if such an event is suspected, the Supplier undertakes to alert the Buyer of such a Security Incident in writing as soon as it becomes aware of it and/or is notified of it by an authority directly or indirectly controlling it. In such a case, the Supplier must take all appropriate measures it deems necessary to protect its data and/or IT system, including but not limited to suspension of any connection and/or blocking of any access. In no case will the Buyer be held responsible for the consequences of deterioration of the quality of the Goods and/or Services as a result of measures taken in the above conditions.

- 29.3 In the event of unlawful or unauthorized access and/or use of the data and/or IT system of the Supplier, or if such an event is suspected, the Supplier undertakes to alert the Buyer of such a Security Incident in writing as soon as it becomes aware of it and/or is notified of it by an authority directly or indirectly controlling it
- 29.4 For any access to the Buyer's IT system, the Supplier shall comply (and shall ensure its personnel comply) with all the security conditions required to perform the Purchase Order, if applicable as stipulated in the Special Conditions, such as the applicable conditions of access to the Site concerned and to the Buyer's IT system, which the Supplier has been informed of in writing and has taken cognizance of before commencing any work.
- 29.5 The Buyer only authorises the Supplier to access the Buyer's IT system for the sole purposes of performance of the Purchase Order.
- 29.6 The Supplier shall not use the software other than the ones it has communicated to the Buyer and that have been duly authorized by the Buyer. The Supplier shall take all necessary precautions to avoid introducing a computer virus into the software, updates and new versions provided to the Buyer, and shall take appropriate measures if it notices the existence of such a virus.

30. ARCHIVING TECHNICAL DOCUMENTS

- 30.1 Notwithstanding the application of regulatory requirements and unless otherwise specified in the Purchase Order, the Supplier undertake to archive, at its own expense, all documents, notably the reports, studies, plans, drawings, files, etc., on any medium whatsoever, relating to performance of the Purchase Order for a period of ten (10) years after the expiry date of the Purchase Order.

31. TERMINATION

- 31.1 In the event of a failure by the Supplier to perform any of its obligations arising under or in connection with the Purchase Order, whether in whole or on part (i) the Buyer may suspend the payment of any amount due until the Supplier has remedied its failure and (ii) the Purchase Order may be terminated as of right by the Buyer by registered letter if the Supplier has not remedied such failure within fifteen (15) Days of being served notice to remedy, without prejudice to rights or remedies of the Buyer, including any claim present or future for liquidated damages or any claim by the Buyer for the reimbursement of any down payment or advance payment paid by the Buyer.
- 31.2 In case of termination, in accordance with Clause 31.1 the Supplier undertakes at the Buyer's request, to (i) provide the Buyer and/or to a third party specified by the Buyer, at no additional cost, with all plans, drawings, information, technical specifications, tools, diagrams, sketches, models, manuals, calculation code, moulds, etc., as well as any other document used and/or developed by the Supplier in connection with the Purchase Order and/or necessary to continue performing the Purchase Order (hereafter the "Documents"), and (ii) grant to the Buyer, free of charge, a non-exclusive perpetual right of use, with a right to sub-license to any third party as the Buyer may choose, in respect of the Documents and in respect of the intellectual property attached to such Documents, held by the Supplier and which are necessary for the Buyer and/or the third party to continue performing the Purchase Order.

- 31.3 The Supplier undertakes, upon request of the Buyer and at no additional cost, to provide training in its premises and/or on site (or any other place that the Buyer may request) representatives of the Buyer and/or of the third party in respect of any Goods and/or Deliverables provided and/or Services performed under or in connection with the Contract.
- 31.2 Notwithstanding the provisions of Clause 31.1, the Buyer is entitled to terminate the Purchase Order immediately at the Buyer's sole discretion any time, in whole or in part:
- a) in the event of termination, non-renewal or suspension of the contract between the Buyer and its Customer. In such cases, the Supplier shall be entitled to payment for those parts of the Purchase Order completed at the date of termination; or
 - b) for the Buyer's convenience, in which case, the Supplier will be paid for those parts of the Purchase Order completed at the date of termination.
 - c) In the event of termination in accordance with this Clause 31.2 the Supplier shall not be entitled to any costs other than the those specifically stipulated therein.

32. REVERSIBILITY

- 32.1 In the event of termination of the Purchase Order for any reason whatsoever, the Supplier undertakes to ensure Reversibility thereof as specified hereafter, to enable the Buyer to resume (or have resumed) supply of the Goods and/or provision of the Services in the best possible conditions by any third party of its choice.
- 32.2 Subject to any special procedures stated in the Purchase Order, the Reversibility operations include among others:
- a) the return of all documents and elements made available to the Supplier by the Buyer, as well as the Deliverables resulting from production of the Goods and/or provision of the Services; the Supplier undertakes that it shall not retain any copies on any medium whatsoever;
 - b) all the information necessary to the Buyer to enable it to prepare Reversibility. This information shall be assembled in a Reversibility file describing the respective tasks to be carried out by the Supplier on the one hand, and by the Buyer or the third parties on the other hand, to ensure Reversibility;
 - c) the training of the new teams responsible for ensuring continuation of the Goods and/or Services;
 - d) the Supplier's assistance, in parallel to the ongoing implementation of the Goods and/or Services, in Purchase Order to allow the Buyer or the designated third party to acquire knowledge. This task consists in enabling the Buyer or the designated third party to familiarize itself with the Goods and Services in their latest known state, as well as the methods and tools used by the Supplier to perform the Purchase Order. The Supplier shall communicate all the information and characteristics required to resume the performance of the Purchase Order.
- 32.3 During implementation of Reversibility and up to the effective date of transfer of all the Goods and/or Services:
- a) performance of the Purchase Order proceeds, where applicable, and the Supplier undertakes to ensure the continuity of the Goods and/or Services in accordance with the terms and conditions of the Purchase Order;

- b) invoicing of the Goods and/or Services and the related payments continue until that date, as provided for in the Purchase Order;
- c) the Supplier undertakes to maintain the personnel needed for due performance of the Purchase Order for the duration of Reversibility operations, both in number and in quality;
- d) the Supplier will only be discharged from its obligations in respect of the Purchase Order after the signature by the Supplier and Buyer of a Reversibility acceptance report;
- e) should the Reversibility result from the termination of the Purchase Order due to Supplier's default, all the Reversibility operations, including assistance services, shall be at Supplier's costs.

33. CONTINUITY OF SPARE PARTS

33.1 The Supplier shall warrant and justify, for the spare parts of the Goods supplied under a Purchase Order:

- their interchangeability,
- their functional compatibility,
- the continued qualification of the Goods for which the Supplier is responsible for development and qualification and
- their fitness for any purpose stated or implied in the Purchase Order.

33.2 If the Supplier is no longer able to supply the Buyer with the spare parts or any equivalent parts needed to keep the Goods in working Purchase Order, it shall:

- so inform the Buyer with a one-year prior notice before the production is stopped,
- offer in priority the Buyer the spare parts in stock,
- diligently transfer to the Buyer, or to any third party designated by the latter, all the knowledge, expertise and rights needed to manufacture the spare parts.

33.3 This obligation remains in force for ten (10) years after the date of acceptance of the Goods specified in the Purchase Order.

34. GOVERNING LAW

The Purchase Order is governed by the law of England and Wales law, to the exclusion of any conflict-of-law rules incompatible with this choice of law.

35. DISPUTE RESOLUTION

35.1 In the event of disputes concerning inter alia the validity, interpretation, and performance of the Purchase Order, the Parties shall seek to settle such dispute amicably. If no amicable settlement can be found within thirty (30) Days of the claimant serving notice to the other Party, the matter will be exclusively referred to the jurisdiction

of the Courts of England and Wales) according to the nature of the dispute, including in case of summary or emergency proceedings and other interim measures.

- 35.2 The performance of the Purchase Order shall continue with due diligence during negotiations on an out-of-court settlement of the dispute or during any legal proceedings, provided that performance of the disputed part of the Purchase Order may only continue if and inasmuch as the Buyer so demands.

36. MANAGEMENT OF PERSONAL DATA

- 36.1 The following definitions apply to this clause 36

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Third Country: a country or territory where a decision has not been issued under Section 17A Data Protection Act 2018 or Paragraphs 4 and 5 of Schedule 21 of the Data Protection Act 2018 confirming that such country or territory ensures an adequate level of protection for personal data.

- 36.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation.
- 36.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.
- 36.4 Without prejudice to the generality of clause 30.1, the Supplier will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Buyer and/or lawful collection of the Personal Data by the Supplier on behalf of the Buyer for the duration and purposes of this agreement.
- 36.5 Without prejudice to the generality of clause 30.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a) process that Personal Data only on the documented written instructions of the Buyer, which are set out in the Purchase Order;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Buyer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data to a Third Country unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:

(i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (e.g., through entering into the EU Standard Contractual Clauses as may be amended and updated by the UK ICO from time to time) ; and

(e) assist the Buyer, at the Buyer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and

(f) notify the Buyer without undue delay on becoming aware of a Personal Data Breach.

36.6 The Supplier shall not appoint a third-party processor of Personal Data under this agreement unless the Buyer has provided its prior written consent.

37. CUMMULATIVE REMEDIES

37.1 The rights and remedies provided by these GTCP are cumulative and (subject as otherwise provided in the Purchase Order) are not exclusive of any rights or remedies provided by law or in equity.

38. MISCELLANEOUS

38.1 The Supplier acknowledges that the Buyer's names and trademarks are the latter's property. The Supplier undertakes not to use them in any context whatsoever, inter alia including but not limited to for testimonial or advertising purposes, without the express prior written consent of the Buyer.

38.2 The limitation period for a Party bringing any claim arising out of or in connection with a Purchase Order he Purchase Order is twelve (12) years from the Commencement Date

38.3 The Supplier shall not sub-contract or assign or transfer this contract except with the consent in writing of the Buyer.

- 38.4 The failure or the delay on the part of any party to exercise or enforce any right, power or privilege under this Contract will not operate as a waiver, nor will the single or partial exercise of any right, power or privilege preclude any other or further exercise of that or any other right, power or privilege. If any party expressly waives any breach, such waiver will not operate as a waiver of a similar breach on another occasion or as a waiver of any other breach.
- 38.5 Nothing in the Purchase Order is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any Party the agent of the other Party, nor authorise any Party to make or enter into any commitments for or on behalf of the other party.
- 38.6 Clauses 18 (Intellectual Property), 19 (Confidentiality), 21 (Liability – Insurance), 34 (Governing law), 35 (Dispute resolution) and 38 (Miscellaneous) of these General Terms and Conditions of Purchase will continue to apply after termination or expiry of the Purchase Order for any reason whatsoever.