

## General Conditions of Purchase

### Definitions

In these General Conditions of Purchase, the following terms shall have the following meanings:

- **"Contract"** means the Order and these General Conditions of Purchase;
- **"Order"** means the Buyer's purchase order for goods or services;
- **"Buyer"** means Everllence UK Limited;
- **"Site"** means the place of installation of the goods, or the place of performance of the services;
- **"Seller"** means you, as Seller of goods and services to the Buyer;
- **"Seller Employees"** means employees, directors, agents, representatives or sub-contractors (of any tier) of the Seller; and
- **"Technical Specification"** shall be as set out in the Order (if applicable).

### 1. Formation and Content of Contract

- 1.1 The Order constitutes an offer by the Buyer to purchase the goods and/or acquire the services subject to these General Conditions of Purchase.
- 1.2 Commencement of design, manufacture, delivery; start of invoicing or supply of the goods or services implies acceptance of the Order by the Seller under these General Conditions of Purchase. The terms of the Order are to govern any contract between the Buyer and Seller and shall prevail over any terms put forward by the Seller, unless the Buyer expressly agrees to them in writing. No conduct by the Buyer, other than the Buyer's express written consent, shall be deemed to constitute acceptance of any terms put forward by the Seller.
- 1.3 The Contract shall consist of and the order of precedence shall be:
  - a) Any special conditions written or referred to on the face of the Order.
  - b) These General Conditions of Purchase.
  - c) The Technical Specification referred to on the face of the Order.
- 1.4 The quantity, quality and description of the goods and the services shall, subject as provided herein, be specified in the Order and/or in any Technical Specification and in addition be in accordance with all applicable engineering, business and quality practices, regulations and standards.

### 2. Inspection and Testing

- 2.1 The Buyer and any third party authorised by the Buyer shall be entitled to inspect or test the goods or services (at the premises of the Seller, its sub-contractors, suppliers, agents or elsewhere) at any reasonable time and the Seller shall promptly provide the Buyer with all facilities reasonably required for any such inspection or testing.
- 2.2 The Seller shall give at least five (5) working days' notice in writing of tests. The Buyer and any third party authorised by the Buyer shall be entitled to attend such tests. The Seller shall provide the Buyer with such test certificates and other documentation, and shall carry out any such further tests, as the Buyer may request, to demonstrate compliance by the Seller with its obligations hereunder.
- 2.3 If as a result of inspection or testing the Buyer is not satisfied that the goods will comply in all respects with the Contract, and the Buyer so informs the Seller in writing the Seller shall take such steps as are necessary to ensure compliance.
- 2.4 Inspection and testing and any notice or lack of notice in accordance with this Clause shall not relieve the Seller of any liability nor imply acceptance of the goods or services.

### 3. Title and Risk

- 3.1 Unencumbered title to the goods shall pass to the Buyer upon delivery or upon payment to the Seller of any part of the Contract price for those goods, whichever is the earlier.
- 3.2 Risk of damage to or loss of the goods shall pass to the Buyer on delivery to the Buyer in accordance with the Contract.
- 3.3 Goods belonging to or provided by the Buyer which are in the Seller's custody for any purposes shall be clearly marked and recorded by the Seller as belonging to the Buyer and shall be the Seller's responsibility and risk.

### 4. Delivery Date

- 4.1 The delivery dates and dates for completion of the works or services shall be strictly in accordance with those specified in the Order. The Seller shall promptly furnish such programmes of manufacture and delivery as the Buyer may reasonably require. If the Contract includes the carrying out of tests on the goods after their receipt by the Buyer, then delivery shall not be deemed complete until such tests have been passed to the unconditional satisfaction of the Buyer.
- 4.2 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the goods and the performance of the services.
- 4.3 The Seller shall notify the Buyer if any delivery or performance is likely to be delayed beyond the specified date. Failure by the Seller to so notify any likely delay shall entitle the Buyer to terminate without liability all or part of the Contract and/or to compensation for any losses resulting from the failure and delay. If any delay does or is likely to exceed seven (7) days, the Buyer shall be entitled to terminate without liability all or part of the Contract and/or (unless the delay is established by the Seller as due to Force Majeure) to compensation for any resulting losses.

### 5. Seller Obligations

- 5.1 The Seller warrants to the Buyer that the goods:
  - a) will be of merchantable quality and fit for any purpose held out by the Seller or made known to the Seller at the time the Order is placed;
  - b) will be free from defects in design, material and workmanship;
  - c) will correspond with any relevant Technical Specification or sample; and
  - d) will comply with all statutory requirements and regulations relating to the sale of the goods.
- 5.2 Goods shall be delivered complete with all instructions, warnings and other data and manuals necessary for safe and proper operation.
- 5.3 The Seller warrants to the Buyer that the services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all

circumstances

- 5.4 Goods or services which do not comply with all of the above provisions of this Clause 5 shall be considered to be defective.
- 5.5 If for any reason the Seller is uncertain as to whether the goods or services to be supplied by it will comply with any of the above, it must promptly and before despatch inform the Buyer in writing with full details of the possible non-compliance for consideration. Written acceptance or rejection of the Seller's application will then be provided by the Buyer within a reasonable time.
6. **Variations**
  - 6.1 The Seller shall accept any reasonable variation in scope, specification, quantity or delivery requested by the Buyer. The price shall be adjusted to reflect the variation having regard to the rates and prices used in the Contract or, where these are not relevant, to what is fair and reasonable.
  - 6.2 Neither party shall be bound by any variation to the Contract unless and until it is confirmed by an official order amendment issued by the Buyer.
7. **Price and Payment**
  - 7.1 Where the Buyer has issued no variation in scope, specification, quantity or delivery the prices stated on the Order are fixed and firm for the duration of the Contract.
  - 7.2 Unless otherwise stated in the Order, the Contract price shall be exclusive of VAT or any other applicable tax or duty payable upon such sums which shall be added at the rate prevailing at the relevant tax point and where applicable shall be for the account of the Buyer.
  - 7.3 Unless otherwise stated in the Order, the Contract price shall be inclusive of the costs of delivery DAP (as defined in Incoterms 2020 Rules) to the delivery address stated on the face of the Order.
  - 7.4 Unless otherwise agreed in writing, payment shall be made by the Buyer against goods delivered or services performed in accordance with the Contract together with all documentation required under the Contract within sixty (60) days following the month of submission of an invoice quoting the number of the Order.
  - 7.5 In the event that any amount due and payable by the Buyer is overdue then the Seller shall be entitled to charge the Buyer simple interest on the amounts overdue at an annual rate of 2% above the base lending rate of HSBC plc from time to time in force during the period that any such amount is overdue.
  - 7.6 The Buyer may set off against any sum payable by the Buyer under the Contract, or any other contract or obligation of the Buyer to pay money to the Seller howsoever arising, any sums recoverable from or payable by the Seller to the Buyer or any group company of the Buyer (being the Buyer, its subsidiaries and its holding companies, as "subsidiaries" and "holding companies" are defined in s1159 of the Companies Act 2006).
8. **Rejection and Remedy of Defects**
  - 8.1 Without prejudice to any other remedy if any goods or services are not supplied or performed in accordance with the Contract the Buyer may reject the goods or services either in part or in their entirety.
  - 8.2 Rejected goods shall be collected by the Seller promptly at its own cost.
  - 8.3 Upon request by the Buyer the Seller shall at its own expense promptly repair, replace or re-perform, at the Buyer's option, any goods or services which are discovered to be defective by reason of faulty, non-compliant or inadequate materials, workmanship, scope or design within 36 months of delivery or performance. Repaired, replaced and re-performed goods and/or services shall themselves be subject to the foregoing obligations from the date of delivery, re-performance, re-installation or passing of tests (if any), whichever is the later.
  - 8.4 If the Seller fails to promptly repair, replace or re-perform rejected goods or services in accordance with Clause 8.3, the Buyer may,
    - a) refuse to accept any subsequent delivery of the goods or performance of services which the Seller attempts to make;
    - b) have the rejected goods repaired by a third party or purchase substitute goods or services elsewhere; and
    - c) hold the Seller accountable for any loss and additional costs incurred.
  - 8.5 If the Seller delays or fails to remedy any defect as provided in Clause 8.3 above, the Seller shall, within fourteen (14) days from the date of the Buyer's written request, return all money paid by the Buyer in respect of the defective goods or services, and the Buyer shall be entitled to terminate the Contract without prejudice to its other rights and remedies.
  - 8.6 The terms of this Contract shall apply to any repaired or replacement goods or re-performed services supplied by the Seller.
9. **Free-Issue Materials and Tooling**
  - 9.1 Where tooling (including patterns, dies, moulds, jigs and fixtures and the like) is manufactured or acquired by the Seller specially for the purpose of the Contract, title to it shall pass to the Buyer upon its creation or acquisition. The Seller shall deliver up such tooling and all drawings and documentation thereof to the Buyer on demand.
  - 9.2 Where the Buyer issues materials (including equipment, components, tooling, patterns, dies, moulds, jigs and fixtures and the like) free of charge to the Seller, such materials shall be and remain the property of the Buyer. The Seller shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Seller shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at the Buyer's discretion. Damage to or waste of such materials arising from bad workmanship or negligence of the Seller shall be made good at the Seller's expense. The Buyer may at any time during working hours enter the Seller's premises for the purpose of inspecting such materials. Without prejudice to any other rights of the

- Buyer, the Seller shall deliver up such materials, whether further processed by the Seller or not, to the Buyer on demand. The Buyer shall, without prejudice to its other rights and remedies, be entitled to recover from the Seller as a debt the value of any such materials missing or not returned.
- 9.3 The Seller shall maintain a comprehensive insurance policy covering 110% of the replacement value of all free issue materials against damage, misuse, deterioration (with the exception of fair wear and tear), fire, theft and missing materials in terms satisfactory to the Buyer, whose approval shall not be unreasonably withheld. The Seller shall provide the Buyer with proof of such insurance policy within seven (7) days of the Buyer's written request,
- 10. Intellectual Property Right.**
- 10.1 All patterns, drawings, specifications, designs, software and other data provided by the Buyer ("Materials") and all copyright, design rights and other intellectual property rights subsisting therein or relating thereto shall remain the exclusive property of the Buyer (or its licensor, as the case may be) and such Materials shall be used by the Seller solely for the purposes of performing the Contract. The Seller shall keep the Materials confidential and secure and shall return the same and all copies thereof to the Buyer on the Buyer's request. The Seller shall indemnify the Buyer against all losses or claims arising out of any breach of the Seller's obligations under this clause.
- 10.2 The Seller shall not without the prior written consent of the Buyer quote for or supply goods or services to any third party:
- in conformance (whether in whole or in part) with, or identical in all material respects to, Materials supplied to the Seller by the Buyer; or
  - using tooling, dies, moulds, patterns, jigs and fixtures which are manufactured by the Seller or acquired by the Seller solely for the purpose of performing the Contract by the Seller or which are otherwise owned by the Buyer.
- 10.3 The Seller shall notify the Buyer immediately if it is approached by any third party to quote for or supply goods and services which are in conformance (whether in whole or in part) with, or identical in all material respects to any Materials supplied to the Seller by the Buyer.
- 10.4 The Seller shall indemnify the Buyer (except in respect of designs provided by the Buyer) against all claims arising from actual or alleged infringement of intellectual property rights in relation to the goods or services which are the subject of the Contract.
- 10.5 Any inventions, patents, copyrights, design rights and other intellectual property rights arising from the execution of the Contract shall become the property of the Buyer and the Seller shall not disclose the same to any third party. The Seller shall do all things and execute such documents as may be necessary to assign such property to the Buyer.
- 11. Force Majeure**
- 11.1 If performance of any obligation under the Contract is prevented, restricted or delayed by any circumstances beyond the reasonable control of the party whose performance is affected, including without limitation, an act of God, act or omission of government or regulatory body, war, hostilities, fire, explosion, then that party shall be excused from and shall not be liable for failure in performance to the extent of that prevention, restriction or delay and the time for performance shall be extended accordingly provided that if the Seller is prevented, restricted or delayed by a circumstance described in this Clause 11.1 it has given written notice, referencing this Clause 11, to the Buyer within 72 hours of the event occurring.
- 11.2 If performance is delayed for more than thirty (30) days by any cause referred to in Clause 11.1 and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, then either party may after that period and while the cause of the non-performance still exists terminate the Contract by giving not less than thirty (30) days' notice in writing to the other party
- 12. Termination**
- 12.1 The Buyer may terminate the Contract without prejudice to any other of its rights and without liability to the Seller if:
- the Seller is in breach of any of its obligations under the Contract and does not remedy the breach within seven (7) days of being notified thereof in writing by the Buyer, or
  - the Seller becomes bankrupt or insolvent or (being a Company) makes an arrangement with its creditors or has a receiver or administrator appointed or commences to be wound up.
- 12.2 The Buyer may terminate the Contract (i) without notice if any corresponding contract between the Buyer and a third party is terminated, or (ii) upon twenty-one (21) days' notice to suit the convenience of the Buyer. In such event, and provided that the Seller is in compliance with its obligations under the Contract, the Buyer shall compensate the Seller for costs reasonably and properly incurred until then in performing the Contract which would otherwise represent an irrecoverable loss to the Seller, subject to the Seller taking all reasonable steps to minimise its losses and full substantiation thereof being provided. Compensation shall not in any event exceed the Contract price.
- 13. Liability for Accidents and Damage**
- 13.1 The Seller shall at all times during and after performance of the Contract indemnify the Buyer in full against all liability, loss, damages, costs and excesses (including legal expenses) arising in respect of:
- all loss or damage to property and all claims and expenses in connection therewith caused by the acts or omissions of the Seller or any Seller Employee;
  - liability for death and personal injury and all claims and expenses in connection therewith caused by the Seller or any Seller Employee; and
  - any third party disputes covered by Clause 16 below;
- 13.2 The Seller shall take out and keep in force suitable public and products liability

- insurance against its liabilities under this Clause and shall produce evidence of the same to the Buyer upon request.
- 13.3 Subject to Clause 13.4 below, the total liability of the Buyer under this Contract shall not exceed the Contract price and the Buyer shall have no liability whatsoever to the Seller for any loss of profit, production, business, revenues or any other indirect or consequential losses arising from any breach of contract.
- 13.4 Nothing in this Contract shall operate to exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party, or for fraud.
- 14. Hazardous Goods**
- 14.1 If any of the goods to be supplied under the Contract contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use, the Seller shall prior to their delivery furnish to the Buyer written details of the nature of those substances and the precautions to be taken and shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked on the goods or securely attached to them and on any containers into which they are packed.
- 14.2 In particular (but without limitation) the Seller shall provide to the Buyer in writing all such data, instructions and warnings as are required to comply with applicable legislation relating to health and safety and shall indemnify the Buyer against any and all liabilities, claims and expenses which may arise as a result of the Seller's failure to do so.
- 15. Assignment**
- 15.1 The Contract shall not be assigned or subcontracted by the Seller without the Buyer's prior written approval, which shall not be unreasonably withheld. The Seller shall be responsible for all work done and all goods supplied by all sub-contractors.
- 16. Disputes with Third Parties**
- 16.1 If any third party makes any claim against the Buyer arising from the performance of the Contract by the Seller, or in respect of goods or services supplied under it, the Seller shall at its own expense, at the request by the Buyer, join the Buyer in defending the claim. The decision of any court or arbitration tribunal deciding upon the claim shall, so far as is relevant, be admitted as conclusive in any consequent claim made by the Buyer against the Seller whether under the Contract, in tort or otherwise.
- 17. Taxes**
- 17.1 The Buyer shall be entitled to deduct from payments to be made to the Seller under the Contract any taxes, national insurance contributions and similar charges if the Seller fails to provide the Buyer with proper certification of exemption from such deductions.
- 18. Law and Dispute Resolution**
- 18.1 This Contract shall be construed as an English contract governed by the laws of England.
- 18.2 The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this Contract.
- 18.3 If at any time any question, dispute or difference arising under or in relation to the Contract shall arise between the parties they shall attempt to resolve the same by using an alternative dispute resolution ("ADR") procedure agreed between the parties. The costs and fees associated with such ADR procedure shall be paid equally by the parties.
- 18.4 In the event that the parties cannot agree on a suitable ADR procedure within six (6) weeks of the original notification of the matter, or if the said question, dispute or difference cannot be resolved by the ADR procedure, then such question, dispute or difference shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.
- 18.5 Each party submits to the jurisdiction of courts of all countries for the purposes only of compelling compliance with the above provisions and for enforcement of any award made in accordance with the above provisions and hereby irrevocably and unconditionally waives any objection or immunity on grounds of sovereignty or otherwise to the jurisdiction of any court in respect of the enforcement of any award as above provided.
- 19. Exclusion of Third Party Rights**
- 19.1 For the avoidance of doubt a person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms and the parties to the Contract reserve the right to amend or rescind the Contract without giving notice to, or requiring the consent of, any third party.
- 20. Compliance**
- 20.1 The Seller shall comply with all laws and regulations and in particular with the provisions of the OECD Convention of December 17, 1997, the US Foreign Corrupt Practices Act and with all legislation combating bribery of foreign public officials applicable to its activities, and shall hold the Buyer harmless from its failure to do so. The Seller warrants and represents that this Contract and its performance, including payment of any compensation, does not violate any law, regulation or policy of the country of the Buyer nor the country where the goods or services are being supplied. The Seller shall notify the Buyer promptly of the enactment of any law or regulation, which would cause the receipt of the compensation to be a violation thereof. To the extent required by law or regulation, the Buyer and the Seller shall be relieved of their respective obligations to perform under this Contract, including the payment of any compensation, if such performance would violate any law or regulation.
- 20.2 The Seller hereby acknowledges being acquainted with all applicable laws and conventions against bribery and corruption. The Seller shall comply with such laws and conventions and shall ensure that the Seller Employees comply with such laws and conventions.
- 20.3 Any contravention of the obligation of this Clause 20 shall be deemed to be cause for termination of the Contract. In the case of termination of the Contract by the Buyer based on breach of obligations under this Clause 20, the Seller shall, in addition to the remedies available at law and the legal consequences set out in the Contract, repay any amounts paid by the Buyer to the Seller under the Contract and any damages incurred by the Buyer as a result of the breach of obligations under this Clause 20.
- 20.4 If the Contract or any transactions arising out of the Contract are the subject of an

official inquiry, preliminary investigation or any other form of compliance procedure the Seller agrees to give all requested information, documents and records to either the Buyer directly or a representative appointed by the Buyer in connection with the inquiry, investigation or procedure. Except with regard to the Buyer, the representative of the Buyer shall be under obligations of confidentiality regarding all information, documents and records given to it by the Seller. The Buyer is authorised by the Seller to, at the Buyer's sole discretion, disclose any information given under this Clause to the investigative authorities carrying out the inquiry, investigation or procedure.

## 21. General

- 21.1 Any notice required or permitted to be given by either party to the other hereunder shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 21.2 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. Unless otherwise stated in the Order, the Buyer shall retain all rights and remedies under the Contract and at law.
- 21.3 If any provision of the Contract is held by any competent authority or court to be invalid or unenforceable in whole or in part the validity of the remaining provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

## Additional obligations for the Seller working on Buyer's or other operator's Site

The Supplier shall comply with the following obligations when Seller Employees are installing goods, or performing services, on any Site.

## 22. Provision of Services

### 22.1 The Seller shall:

- observe, and ensure that the Seller Employees observe, all health, safety, security and environmental rules and regulations and any other requirements that apply at the Site.  
The Buyer reserves the right to refuse the Seller Employees access to the Site, which shall only be given to the extent necessary for the performance of the services;
- notify the Buyer as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the services; and
- before the date on which the services are to start, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:
  - the services; and
  - the installation of the relevant goods.

22.2 The Seller shall supply the relevant goods and/or services along with all parts that are necessary for faultless operation, subject to compliance with all quality features and other features and values it has guaranteed, including the related documentation. Machine elements and parts shall be configured and arranged in such a way that they can be successfully and quickly serviced, inspected and replaced. Compliance with the Buyer's wishes shall not relieve the Seller of its contractual liability.

22.3 Work to be provided by the Seller, including the associated documentation, shall be completed in accordance with the terms of the Contract and in their entirety. The Seller shall complete such work under its own responsibility, even if it is incorporating the Buyer's requests. The Seller shall seek information in relation to the conditions at the Site before completing the work. The Seller shall in particular familiarise itself with the weather and environmental conditions and shall take these into account during organisation of the Order processing, in order to permit timely execution. The Seller shall be bound by a special duty of care with respect to environmentally hazardous materials during execution of the work. If the Seller finds pollutants, either in the ground, in enclosed walls or containers, or if these are suspected to be present on the basis of the local circumstances or for another reason, the Seller shall immediately notify the Buyer in writing and give it the opportunity to investigate and to instigate appropriate measures.

## 23. Preparatory Work

Before commencing installation or assembly work, the Seller shall examine the foundations, connections, pegging out and other relevant conditions in the immediate vicinity of the Site, to ensure that the conditions are appropriate for the required installation work and/or performance of services.

## 24. Responsibility for, and replacement of, staff

The presence of the Buyer's Project Manager on the Site shall not relieve the Seller of its responsibility for the work it is to undertake. The Seller shall appoint an installation manager with specialist knowledge and experience for the Site and shall furnish him with the requisite authorities. The Seller shall consult with the Buyer before the Seller's installation manager is replaced. The Buyer shall have the right to demand the replacement of Seller Employees who prove not to have specialist knowledge or who prove to be a hazard to the safety of the operation.

## 25. Coordination of the work

The Seller shall be obliged to coordinate the provision of its work with that of other suppliers and contractors at the place of performance, if necessitated by the overall execution of the construction, or required by the Buyer. The Buyer shall have the right to request that it or third parties should have joint use of the Seller's scaffolding, equipment etc.

## 26. Safety measures

The Seller shall co-ordinate the performance and completion of work at the Site in accordance with the Order, with the Buyer's responsible Project Manager. In addition, the Seller shall seek information from the person appointed by the Buyer to be responsible for work safety in relation to any local hazards, and shall coordinate the requisite safety measures with him. The Seller shall ensure that the Seller Employees behave in a safety-conscious manner and wear the prescribed protective safety gear. The Seller shall appoint a person responsible for safety measures during the

installation work and/or performance of services.

## 27. Fire protection

The Seller shall be obliged to observe all the fire protection provisions applicable at the Site. It shall report to the Site fire service and coordinate the requisite fire protection measures. If fire-hazardous work cannot be avoided on or near plant susceptible to fire and/or explosion, such as oil tanks, cables etc, this work shall only be carried out with the prior approval of the Site fire service.

## 28. Employees of the Seller

The Seller shall submit to the Buyer a list containing the names of all persons he intends to employ on the Site. The Seller shall keep this list up-to-date and inform the Buyer as soon as reasonably practicable of any changes. The Seller shall upon request provide evidence to the Buyer that these persons benefit from the statutorily prescribed social security cover. The Seller shall observe and adhere, and shall procure that the Seller Employees observe and adhere to, all regulations (whether statutory regulations, or any site-specific regulations set out by the owner or operator of the Site) that apply at the Site at the time of execution of its work, in particular in the event of the employment of foreign labour. The Seller shall indemnify and hold the Buyer harmless with respect to any consequences of the failure to observe such regulations. The Seller may only employ subcontractors for work on the Site with the Buyer's prior written consent, not to be unreasonably withheld or delayed. In circumstances in which there is a risk to operational safety, or on another serious ground, the Buyer shall have the right to refuse the Seller or its subcontractor access to the Site.

## 29. Conduct at the Site, items brought to the Site

The Seller shall ensure that the Seller Employees comply with the Buyer's directions in relation to the maintenance of good order and safety, and shall submit themselves to the usual checks on the Site as the Buyer (or Site operator) may require. All items brought onto the Site shall be subject to the Buyer's (and Site operator's) control. The Seller shall clearly mark items that it wishes to bring onto the Site with its company name. Prior to items being brought onto or removed from the Site, the Buyer's supervisor shall be provided with a list of such items, which it shall initial and retain. The Buyer shall not be liable for theft of, or damage to items brought onto the Site. The Seller shall not erect signboards on the Site.

## 30. Acceptance

Upon completion of the services the Seller shall request the Buyer's acceptance of the services. The Buyer shall promptly notify the Seller in writing of its acceptance, or otherwise. Risk shall not transfer from Seller to Buyer until the Buyer has confirmed successful acceptance. Acceptance may not take place in any other way, specifically not through tests, interim tests, the issue of certificates or evidence of work. If the Buyer has already ascertained serious defects prior to acceptance, which have not been remedied, then the Buyer may postpone acceptance until the defects have been remedied, notwithstanding any other rights and remedies available to the Buyer. Commissioning of the completed work or part thereof by the Buyer or its final customers shall not constitute acceptance.

## 31. Costs of acceptance

The Seller shall bear the material costs of acceptance testing. The Buyer and the Seller shall each bear their own personal acceptance costs.

## 32. Warranty following acceptance

The period of limitation for warranty claims shall be as set out in Clause 8.3, unless a longer period of limitation is laid down by law.

## 33. Special liability provisions

The Seller shall hold the Buyer harmless with respect to all costs, claims, liabilities and expenses suffered or incurred by the Buyer as a result of any breach by the Seller of the Terms. If the Seller realises that losses are arising during contract execution, it shall immediately notify the Buyer's Project Manager.

## 34. Seller's Corporate Responsibility

The Seller agrees to observe and comply with the principles of the Everllence Code of Conduct for Suppliers and Business Partners which is incorporated into these terms and forms an integral part of the Order (handed out to the seller and/or can be downloaded from the internet under the following link:

[https://man-es.com/docs/default-source/compliance/code-of-conduct-for-suppliers-and-business-partners.pdf?sfvrsn=83402c3f\\_8](https://man-es.com/docs/default-source/compliance/code-of-conduct-for-suppliers-and-business-partners.pdf?sfvrsn=83402c3f_8)

34.1 If the Seller does not comply with the principles stipulated in the Everllence Code of Conduct for Suppliers and Business Partners, the Buyer has the right to terminate the contract for good cause with immediate effect.

## 35. REACH Compliance

35.1 The Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH for short) stipulates an obligation to register, notify and inform and imposes substance restrictions and bans. Contractor is obliged to know the currently valid version of this Regulation, and when discharging its obligations under the contract to comply with it in due time, as far as applicable.

- If the Seller is located within the EEA, the relevant obligations under the REACH Regulation shall apply in full. In particular, the Buyer refers to the obligation to provide information on SVHC substances in articles (Article 33, Candidate List for authorization under REACH), a ban on substances subject to authorization according to Annex XIV REACH in the purchaser's products and compliance with substance restrictions (Article 67, Annex XVII REACH).
- If the Seller is located outside the EEA, the obligation to provide information on SVHC substances in articles (Article 33, Candidate List for authorization under REACH), a ban on substances subject to authorization according to Annex XIV REACH in the Buyers products and compliance with substance

restrictions (Article 67, Annex XVII REACH ) still apply. If a substance or mixture is delivered within the area of application of REACH, the Seller assumes responsibility for all related obligations and costs.

35.2 For substances and mixtures in accordance with Article 31 of the REACH Regulation, Seller shall provide appropriate safety data sheets conforming to REACH Annex II must be delivered for the first time in an official language of the country in which the Buyer is registered with the order confirmation and immediately and unsolicited with every change to a safety data sheet stating Buyer order number and article number as well as the account assignment (if available). For substances and mixtures for which Article 31 REACH does not demand a safety data sheet, an information sheet in accordance with Article 32 REACH in an official language of the country in which Buyer registered, which is based on the structure of the safety data sheet conforming to REACH Annex II.

35.3 Should changes to Buyer products arise as a result of REACH requirements, the Seller must inform the Buyer immediately, so that any substance substitutions that may become necessary can be drawn up in due time. Please send the relevant information to the mailbox: reach@everllence.com. Information on candidate substances in articles according to REACH Article 33 shall be communicated via Nexus portal or, if not possible, via the above mentioned mailbox. To communicate, please use the REACH forms at <https://man-es.com/documentation>.

#### **36. Anti-Slavery and Human Trafficking**

36.1 Seller undertakes and guarantees to comply with all relevant and applying Anti slavery and Human Trafficking Laws and Policies in performing its obligations under any agreement with Buyer including any Order

36.2 The Seller shall

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and
- (c) not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015; and
- (d) ensure that each of its subcontractors and suppliers shall comply with relevant anti-slavery policy and with all applicable anti-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.

36.3 Buyer may terminate any and all agreements or any and all Orders with immediate effect affected by giving written notice to the Supplier if the Supplier commits a breach of this Clause 36. Buyer liability in this regard for costs of termination additional or otherwise shall be nil.

36.4 The Seller shall indemnify Buyer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by Buyer or awarded against Buyer as a result or any breach by Seller of this Clause 36

#### **37. General Data Protection Regulation (GDPR)**

37.1 The Parties undertake to observe all statutory provisions at all times, in particular those of applicable data protection law, when processing the shared personal data. The parties agree that the applicable data protection law may comprise in particular the European General Data Protection Regulation (GDPR) and each of its relevant national implementation laws.

37.2 If, upon conclusion of the contract or in connection with the provision of the contractual services, the Contractor gains access to personal data for which the Customer is responsible, the Contractor shall ensure compliance with the applicable statutory data protection provisions. In particular, the following provisions shall apply, partly in addition to the statutory obligations:

37.3 Personal data shall be processed solely for the purpose of fulfilling the contractual duties arising from the respective order ("purpose limitation").

37.4 The Contractor shall ensure that its employees only have access to personal data insofar as this is necessary for the fulfillment of the contractual obligations arising from the respective order. All employees shall have been obligated in writing to comply with the applicable data protection regulations. This shall be proven to Everllence upon request.

37.5 The Contractor shall undertake to take technical and organizational measures in accordance with the state of the art in order to ensure a level of protection for personal data appropriate to the risk and to permanently safeguard such data. At the Customer's request, the Contractor shall provide proof of the implementation of the specified technical and organizational measures.

37.6 The transfer of personal data to third countries shall only be permitted in compliance with the respective and applicable data protection regulations.

37.7 The Contractor shall delete the data without undue delay as soon as the data is no longer required for the performance of the contract and in accordance with the correspondent statutory retention periods.

37.8 In the event that personal data is processed by the Contractor on behalf of Everllence a corresponding Data Processing Agreement shall be concluded between the Parties.

#### **38. UKCA # UK Conformity Assessed**

Published 31 December 2020 Last updated 14 November 2022

38.1 Please note that all suppliers are expected to comply with this regulation where applicable.

- a) Covers all goods that previously required CE marking.
- b) Applies from 1st January 2021 but companies will still be able to use the CE marking until 31 December 2024 in most cases.
- c) The deadline for when businesses need to use the UKCA mark has been extended. You can continue to use the CE marking and reversed epsilon marking on the GB market until 31 December 2024.

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