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## GENERAL TERMS AND CONDITIONS FOR PURCHASE

### 1. APPLICATION AND DEFINITIONS

1.1 Unless otherwise agreed expressly in writing between the Parties, these General Terms and Conditions for Purchase ("General Terms and Conditions") apply to the purchase of (i) any goods and material, including without limitation, products, parts or components, software, data, script or code specifically developed or customized, and any deliverables resulting from a service ("Goods") and (ii) any services ("Services") (such Goods and Services herein individually and collectively referred to as "Supplies") provided by the Supplier to E80 under a Purchase Order and to the exclusion of all other terms and conditions provided or referred to by the Supplier.

These General Terms and Conditions shall apply regardless of the existence of any general terms and conditions of sale of the Supplier. The Supplier therefore waives the application to the Agreement of its own general terms and conditions, including without limitation any terms appearing on the Supplier's invoices or other documents (offer, order acceptance, etc.). The unconditional acceptance of Goods and/or Services or their payment by E80 does not imply the acceptance of the general terms and conditions of the Supplier.

These General Terms and Conditions shall not apply only if and to the extent that the validity of E80's special terms and conditions is agreed on. The terms and conditions in any separately negotiated and signed written agreement entered into by the Parties in respect of the Goods or Services identified in the Purchase Order shall overrule these General Terms and Conditions. In that case, the General Terms and Conditions apply only additionally and secondarily.

1.2 Unless otherwise defined, the following definitions shall apply hereto:

**"Acceptance Protocol"** shall mean a written certificate, delivery protocol or delivery note or other similar document signed by E80 on delivery of the Supplies and upon the positive outcome of the Acceptance Procedure, if applicable;

**"Affiliate"** of a Party shall mean any person or entity, whether a corporation or other business entity, that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party. For purposes of this definition, "control" means the direct or indirect ownership of more than 50% (fifty percent) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity;

**"Agreement"** shall mean a framework agreement or an individual agreement, a contract for work, a contract on procurement of a thing or any other contract, agreement or arrangement related to purchase of Goods and/or performance of Services entered into between E80 and the Supplier, including also contracts entered into by the Supplier's written or implied acceptance, without any changes or amendments, of E80's Purchase Order (e.g. by commencement of delivery of the Supplies), which could be, as the case may be, also incorporating terms of a framework agreement, in any case including all its schedules, attachments and appendices (e.g. technical specifications);

**"Applicable Laws"** shall mean any and all applicable laws, directives, statutes, statutory instruments, bye-laws, regulations, approvals, licenses, permits, authorizations, guidelines, rules,

orders, codes of practice, standards and any other requirement of any international, federal, regional, municipal or local governmental authority, agency or regulatory body including any branch, division, ministry, department or agency of the same or of any court, commission, board or similar authority with jurisdiction over E80, Supplier's Group, the Supplies, the Site or any matter arising under the Agreement;

**"Customer"** shall mean all companies, enterprises, business or organizations, having any legal form whatsoever, towards which E80 has made any business commitments (including, but not limited to, supply of its own products, installation of devices, machines, systems and/or modification thereof, connected and/or related services) also including the performance of Supplies;

**"Delivery Date"** shall mean the date by which the Supplier shall provide the Supplies, as indicated in the Purchase Order;

**"E80"** shall mean the purchaser of Goods and/or Services being E80 Group S.p.A., a legal entity established under the laws of Italy, having its registered office at Via G. Marconi n. 21, Viano, Reggio Emilia, Italy, Tax Code and VAT number IT01835150358, or its Affiliates as may be stated in the relevant Purchase Order;

**"E80 Policies"** shall mean Supplier Code of Conduct, Code of Ethics and Organizational, Management and Control Model pursuant to Italian Legislative Decree n. 231/2001 (if adopted) of E80, as well as any other policy or internal rule or regulation of E80 to be applicable in connection with the Agreement, posted on E80 website or communicated by E80 to the Supplier;

**"Group"** shall mean the relevant Party and all of its Affiliates;

**"Intellectual Property Rights"** shall mean any and all rights in and/or to; (a) patents; (b) inventions, discoveries, utility models and improvements, whether or not capable of protection by patent or registration; (c) formulas, processes, compositions of matter, formulations, methods of use or delivery, data, reports, specifications and software or models; (d) copyrights and neighboring rights; (e) moral rights; (f) design rights; (g) rights to utility models; (h) trademarks and service marks; (i) business or trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (j) database rights; (k) confidential information, know-how, trade secrets; and (l) other intellectual property rights; in each case whether registered or unregistered, and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection that exist or will exist now or in the future in any part of the world;

**"Losses"** shall mean any and all damages, losses, compensation, fines, penalties, judgement, awards, remedies, debts, liabilities, demands, costs, expenses (including legal fees and expenses) or causes of action, of whatever nature, including those made or enjoyed by dependents, heirs, claimants, executors, administrators or survivors;

**"Order Acceptance"** shall mean a written acceptance of the Purchase Order for the supply of Goods or Services, issued by the Supplier to E80 in the same form of the Purchase Order;

**"Parties"** shall mean (in plural) E80 and the Supplier together and (in singular) any of them;

**"Purchase Order"** shall mean a written purchase order issued to the Supplier for the supply of Goods or Services, and any drawings, specifications, and other attachments thereto and which is deemed to always include the General Terms and Conditions. The General

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Terms and Conditions supplement the Purchase Order and in case of a conflict between the Purchase Order and the General Terms and Conditions, the terms of the Purchase Order prevail;

**“Site”** shall mean the site, factory, plant, premise or the operating/production unit of E80 or Customer where the Supplies is to be provided, as specified in the Purchase Order;

**“Supplier”** shall mean an individual, a legal entity or an organization unit (with a legal capacity) each acting in its capacity of an entrepreneur that is obliged to provide and deliver the Supplies under the terms of the Agreement;

**“Subcontractors”** shall mean an individual, a legal entity or an organization unit (with a legal capacity) appointed by the Supplier as Supplier's subcontractor, sub-supplier, distributor or agent to participate in provision of the Supplies, including its Affiliates;

**“Specification”** shall mean the written technical specification for the Goods and/or Services supplied by E80 to the Supplier or produced by the Supplier and agreed in writing by E80;

1.3 In these General Terms and Conditions, unless the context requires otherwise, references in the Agreement to: (a) day, week, month or year means calendar rather than working day, week, month or year unless otherwise specified and shall be calculated by reference to the Gregorian calendar; (b) the words “including”, “include” and “other” shall be construed as illustrative and without limitation; (c) any Applicable Laws includes reference thereto as amended, supplemented or replaced from time to time or, as applicable, as extended or re-enacted; (d) the singular shall include the plural and vice versa unless the context otherwise requires; (e) the Agreement shall include the same as amended or varied in accordance with its terms; and (f) a Party includes its personal representatives, successors or permitted assigns.

## **2. GENERAL PROVISIONS – OFFER, PURCHASE ORDER AND ORDER ACCEPTANCE**

2.1 No oral side agreements or assurances made by E80 before the conclusion of the Agreement are legally binding. All such agreements or assurances are replaced in full by the Agreement. The above provision does not apply if the assurances expressly indicate that they are intended to remain binding or if the assurances are expressly confirmed in writing by E80.

2.2 Individual provisions of these General Terms and Conditions that make express reference to a specific type of purchase category (e.g. purchase of Goods, performance of Services, etc.) apply exclusively for the respective type of purchase category. Otherwise, the provisions set forth below apply for all types of purchase categories.

2.3 Upon request of E80, the Supplier could prepare and submit free of charge to E80 its offer or quotation which shall be oriented to E80's inquiry. Neither requests for quotation or offer nor follow-up requests, changes and specifications with regard to such requests are binding for E80 as well as the offer or quotation submitted by the Supplier to E80 shall not create any obligations on E80. E80 may informally decline an offer or quotation, without any obligation or charge. The costs of quotations, offers, documentation and samples shall be borne by the Supplier. Quotations, offers, documentation and samples shall not be returned by E80 unless otherwise agreed in writing.

2.4 The Purchase Order shall not constitute a binding order until it is transmitted by means of e-procurement system of E80 (e.g. IUNGO) or prior E80's authorization, submitted in written or

textual form. Text form is understood to mean transmission by fax, computer fax or email, whereby the issuing company and the issuing person shall be clearly identifiable. The Purchase Order shall be effective without handwritten signature in case of transmission by e-procurement system or if there is a corresponding note on the Purchase Order form, especially with regards to so called call – off order.

2.5 Before accepting a Purchase Order, the Supplier shall check each Purchase Order (and related documents) received from E80 for discernible errors, ambiguities, omissions, non-compliance or unsuitability of the Specifications selected by E80 for the intended purpose. The Supplier shall immediately notify E80 of any necessary amendments or clarifications to the Purchase Order. Failing to do so, the Supplier shall bear all consequences of those mistakes/omissions at its own expense and risk.

2.6 The Supplier must indicate the following information in all correspondence: Purchase Order number and date, Supplies and E80's reference.

2.7 Until a Purchase Order is accepted by the Supplier, E80 is not bound by such Purchase Order and may revoke, modify or change the Purchase Order at any time. Unless otherwise agreed, the Supplier shall confirm and accept the Purchase Order in the same form, or in case another form was agreed upon, in the form agreed upon, within and no later than 5 (five) days as of receipt of the Purchase Order, unless a different period has been agreed by the Parties. After this period, at its discretion E80 has the right to deem this Purchase Order to be valid or to revoke it without any liability to the Supplier.

2.8 An Agreement is be deemed entered into by and between the Parties on the earlier of: (a) the Supplier delivering to E80 a written Order Acceptance of the Purchase Order in the form agreed upon or (b) the Supplier performing any act consistent with fulfilling the Purchase Order. A deviating acceptance of the Purchase Order by the Supplier requires an express written authorization by E80. Otherwise, the Agreement is not concluded. In any case, E80 is in no way liable or owes payment for the Supplies delivered by the Supplier, unless the Order Acceptance for the Supplies has been placed by the Supplier via E80's e-procurement system or in the form agreed upon.

2.9 All conditions, specifications, standards and other documents that are referred to in or attached to the Purchase Order shall form part of the Purchase Order.

2.10 An acceptance of a Purchase Order or of any other offer or invitation to enter into an Agreement by the Supplier with any modification shall not result in conclusion of an Agreement even if the modification does not significantly affect the original terms and conditions. If the Supplier amends, supplements or accepts with reservations a Purchase Order submitted to the Supplier by E80, it is considered as a new offer made by the Supplier to E80. E80 has the right to decide whether to accept or refuse such a new offer. An Order Acceptance which deviates from the Purchase Order shall only take effect if E80 confirms the deviations in written or text form. Under no circumstances may an absence of E80's answer to a statement sent by email cause an emergence, modification or termination of legal relations.

2.11 E80 shall be entitled to demand modifications or additions to the Goods or Services to be supplied and change the volumes, Delivery Date, and/or the nature of the Supplies at any time. Any decreases in cost of performance shall be passed through

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to E80. If such change results in an increase in cost or time of performance, an equitable adjustment to the Price and/or Delivery Date may be made by mutual agreement. If the Parties fail to reach a written agreement on the terms of an equitable adjustment within fifteen (15) days after the request for changes submitted by E80, E80 will be entitled to terminate the Agreement. Such modifications or additions shall be implemented by E80 in a specific Purchase Order variation issued in the same form of the Purchase Order.

2.12 Any modifications or additions to the Supplies requested by the Supplier after the conclusion of the Agreement, is binding for E80 only if accepted and implemented by E80 in a specific Purchase Order variation issued in the same form of the Purchase Order.

2.13 The Supplier is not authorized by the Purchase Order to represent E80.

2.14 Each Party will designate a contact person who has the authority and experience to provide required information and to make the required decisions hereunder without undue delay. Each Party undertakes to involve the other Party's contact person wherever necessary for the proper performance of the Agreement.

### **3. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES**

3.1 The Supplier shall deliver the Goods and perform the Services at its own cost and risk to the Site and within the Delivery Date as agreed in the Agreement. Unless the Parties agree otherwise, the Goods shall be delivered at the Site on DAP basis (Delivered At Place, Incoterms 2020).

3.2 The Supplier shall obtain all approvals, licenses, permits, shipping, import and export and other certificates, packaging lists, exemptions, inspections, decisions and any other documents required by E80 or by the Applicable Laws in connection with the Supplies, especially relating to proper handling and use of supplied Goods and proper provision of Services, and shall provide it to E80 on delivery of the Supplies or, if requested so by E80, at any later time.

3.3 The Supplier shall deliver the Goods and perform the Services during regular business hours (as applicable at the place of delivery/performance) in accordance with the Delivery Date and the time schedule provided for in the Agreement. Time shall be of the essence in relation to the performance of any and all of Supplier's obligations pursuant to the Agreement. The Delivery Date specified in the Agreement is essential and binding. E80 shall be entitled to postpone the Delivery Date at its discretion.

3.4 Without prejudice to any other rights E80 may have under the Agreement or any other legal grounds, the Supplier shall notify E80 forthwith in writing of any possible failure to meet the deadline for delivery. In the event of default, without any liability or additional costs E80 shall be entitled to compel Supplier to provide the Supplies in compliance with the Agreement or, without further notice, forego a subsequent delivery of Goods or Services, without prejudice to E80's right to rescind the Agreement fully or partially, to request a refund of the Price, if already paid, and/or to claim compensation for all costs, expenses, damages and other losses suffered due to the Supplier's failure.

3.5 Upon a delay in delivery or performance of the Supplies with respect to the contractual agreed date for a reason other than force majeure, as defined in Clause 20, including the delivery of the defect-free Supplies according to Clause 7 below, E80 shall be

entitled to liquidated damages to be payable at a daily rate of 0,5% (zero-point five percent) of the Price of the Purchase Order. The liquidated damages shall not exceed a total of 5% (five per cent) of the Price of the Purchase Order, unless otherwise agreed between the Parties. The liquidated damages shall become due automatically without an E80's request. The Supplier's payment of liquidated damages shall not relieve the Supplier from its contractual obligation to provide the Supplies. The right to assert further Claims for damages shall remain unaffected.

3.6 The Supplier shall ensure that each delivery is accompanied by a delivery note (and any other delivery documentation specified in the Purchase Order or otherwise in the Agreement) which shows, inter alia, the Purchase Order number, date of Purchase Order, E80 material code as stated in the Purchase Order, the type and quantity of Goods being delivered, special storage instructions (if any) and, if the Goods are being delivered by installment, the outstanding balance remaining to be delivered.

3.7 For each delivery of Goods, the Supplier is responsible for ensuring continuous compliance with all legislation and regulations applicable to the transportation and delivery of such Goods.

3.8 All Goods must be packaged, stored, preserved, secured and insured, all at Supplier's cost, (i) separately and securely so as to prevent damage during loading, transportation and off-loading and (ii) in compliance with E80's packaging specifications if provided to the Supplier.

In addition, the Supplier shall:

- i provide E80, upon request, with certificates of origin, declarations, documents and data pertaining to trade requirements and, upon request, inform E80 in detail and in writing of any possible export restrictions or approval obligations in the country of origin of the Goods or Services or their destination;
- ii furnish full details regarding all immediate and long-term potential hazards or dangers relating to the Goods, including, but not limited to, toxicity, flammability, harmful effect due to inhalation or direct contact and whether due to direct or indirect use thereof;
- iii furnish full details relating to the most appropriate safety precautions to be taken in connection with the use and handling of the Goods; and
- iv appropriately and prominently label all packages and containers that contain dangerous, toxic or otherwise harmful Goods in order to protect those who handle or are exposed to them.

3.9 Partial shipments of Goods or early deliveries may only be made with E80's prior written approval. In the event of a delivery earlier than agreed, E80 reserves the right to return the shipment at the expense of the Supplier. If E80 does not return an early delivery, it may store the Goods up to the Delivery Date at the Supplier's risk and expense.

3.10 The quantity of Goods and/or Services specified in the Agreement may not be changed without E80's prior written consent. Quantities of Goods and/or Services delivered in excess of those stated in the Agreement will not be accepted by E80, in which case the Supplier will immediately take them back at its expense, or if they are accepted, E80 will have no obligation to pay for them.

3.11 If, for any reason, E80 or its Customer is unable to accept delivery of the Goods at the time specified in the Agreement, the Supplier shall, if requested by E80, store the Goods and maintain them in merchantable condition. E80 shall reimburse the Supplier for the reasonable and documented costs of such storage.

3.12 The Supplier shall carry out Services at the agreed Site at the date provided for in the Purchase Order and according to the Applicable Laws, the Specifications and good industry practice and standard. The Supplier shall document the performance of Services and provide such documents to E80 upon request or completion of the Services, at the latest together with the Supplier's invoice. If a deliverable or a specific result is to be achieved through the Services, the provisions of these General Terms and Conditions relating to Goods shall apply accordingly.

3.13 The Supplier shall perform the Services itself or have them performed by third parties integrated into its operating organization and on its own responsibility. If the performance of the Services takes place at the Site, the Supplier shall comply with the health and safety and organizational requirements for outside companies and/or the internal operating regulations applicable at the respective Site. The Supplier shall also comply with all other requirements displayed for its information on the Site. If the Supplier considers the requirements unreasonable, it shall immediately register its objections with E80. The Supplier shall use only qualified persons for the performance of the Services. Persons whose employment with E80 was previously terminated by E80 for personnel or performance-related reasons may not be used, or persons who have repeatedly damaged or continue to cause particularly serious damage to E80's interests. The Supplier shall bear any increased costs resulting from a replacement of the personnel used for the performance of the Services.

3.14 The Supplier shall ensure that its personnel performing the Services, in particular when working on E80's or Customer's premises, is not considered having entered into or being entitled to enter into an employment relationship with E80 or Customer. In the case of a breach, the Supplier shall indemnify E80 against all related costs, expenses, damages or other losses.

3.15 If the Supplier is required to operate on premises owned or operated by or on behalf of E80 or its Customer, then the Supplier shall comply with all E80's or Customer's site safety rules and procedures at its own expense. These include, but are not limited to, using appropriate personal protective equipment, attending Site induction training, removing all rubbish, debris, surplus materials and temporary structures, and leaving the Site tidy. The Supplier bears the risk of loss and damage for all materials used or to be used until completion of the Agreement.

3.16 If the Supplier is responsible for assembly or installation, the Supplier shall bear all the necessary cost such as travel expenses, provision of tools and daily allowances.

#### **4. INSPECTION, TEST AND ACCEPTANCE**

4.1 The Supplier shall supply all Goods and Services in accordance with the Agreement and the Specifications.

4.2 E80 may inspect and test the Goods and/or the Services during the performance and upon or after E80's receipt of the Supplies. E80 is only required to inspect the Goods for variations in identity and quantity and obvious transport damage and E80 shall notify the Supplier of any such discrepancies and damages within

14 (fourteen) days after receipt of the Goods at the Site. To fulfil the notification requirement, E80 need only provide the Supplier with a brief description of the discrepancy, damage or defect. E80's right to notify any defects found later shall remain unaffected.

4.3 E80 shall have the right to sufficiently inspect the Supplies before it signs the Acceptance Protocol. The performance or the nonperformance of the inspection and/or the signing or non-signing of the Acceptance Protocol by E80 shall not release the Supplier from any obligation or liability (in particular, in respect of its warranty obligations). The failure to formulate reservations on even recognized or recognizable defects of the Supplies cannot be interpreted as acceptance of the Supplies.

4.4 E80 shall be entitled to reject to take over the Supplies or its part and/or to sign the Acceptance Protocol if it considers, at its sole discretion, that the Supplies is not, in any respect, in accordance with the terms of the Agreement. If certain parts of the Goods or Services do not comply with the Agreement, E80 may reject the entire delivery or performance unless the Supplier can prove that the remainder of such delivery or performance is in compliance with the Agreement. If E80 rejects the Supplies or its part, it shall not be obliged to pay the Price for the rejected Supplies and it shall be entitled to all of the E80's rights under the Agreement or Applicable Laws.

4.5 If, according to the Agreement or under the particular circumstances, E80 is required to test and approve the Goods and/or Services as to their compliance with the Agreement, the Supplier shall request that E80 carry out such test and acceptance after the Goods or Services are completed ("**Acceptance Procedure**"). The Supplier shall make such request in accordance with the dates stated in the Agreement or, if no date is specified, as soon as practicable. Upon reasonable request by E80, the Supplier shall provide suitable personnel to attend any such tests at its own cost. E80 may reject the Goods or Services in whole or in part if they are not proven by the Supplier to be compliant with the requirements under the Agreement and/or any acceptance criteria agreed. If E80 does not accept the Goods or Services in whole or in part, the Supplier shall promptly investigate the non-conformity, correct such non-conformity and repeat the Acceptance Procedure. After failure of the second Acceptance Procedure, E80 may at its discretion choose whether to repeat the Acceptance Procedure or assert the remedies set forth in the Clause 7. E80 will not be deemed to have accepted the Goods or Services solely because it is using them in whole or in part due to operational necessities.

4.6 In case the Acceptance Procedure is related to Supplies of equipment and/or parts to be fitted into machines or plants manufactured by E80 to its Customer or in case of Supplies to be modified by E80, it will be carried out together with the testing of the machine or plant on which the Supplies has been mounted or with which it has been assembled, or simultaneously with the testing of the machine following the modifications made by E80, under the terms and conditions agreed between E80 and the Customer.

4.7 Any Acceptance Procedures or testing to be performed on the Supplies according to this Clause shall be carried out within the limitation period provided for by the Applicable Laws.

#### **5. TRANSFER OF RISK AND TITLE**

5.1 Notwithstanding any control or Acceptance Procedures completed at the Supplier's premises, risk of loss, damage or

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destruction of the Supplies shall be borne by the Supplier until delivery of the Supplies is completed in accordance with agreed Incoterms 2020 and the Acceptance Protocol signed by E80 is delivered to the Supplier, in any. However, if an Acceptance Procedure is provided for, the Supplier will remain liable for the risks associated with the Supplies until E80 has issued an Acceptance Protocol without reservations. Unless otherwise provided in the Purchase Order, the Supplies are transported at the Supplier's risk. Risk of loss, damage or destruction of any Supplies to be returned to the Supplier for whatever reason such as for replacement or repairs shall pass back to the Supplier (provided that it has passed to E80) upon that Supplies having been made by E80 available for pick-up by the Supplier (whilst the ownership to any Supplies that is in the ownership of E80 shall remain with E80 at all times).

5.2 Unless otherwise stated in the Agreement, the Goods or any part thereof shall become the property of E80 free from liens and other encumbrances at whichever is the earlier of (i) completion of delivery by the Supplier in accordance with the Delivery Date at the Site and, if any, signature of the Acceptance Protocol by E80; or (b) payment of the Price for such Goods or part thereof. Where title to all or any part of the Goods has passed to E80 but the Goods remain in the possession of the Supplier, the Supplier shall identifiably mark the Goods and/or the materials and components destined for those Goods as the property of E80 and indemnify E80 against Losses or claims by third parties.

5.3 The Supplier shall pass to E80 good title to the Goods. In the event of any defect in title, the Supplier shall, at the request of E80 and at the Supplier's expense, remove such defect or replace the Goods with other Goods free from such defect. The Supplier shall bear all charges and expenses for such removal or replacement, including transportation charges.

5.4 Neither payment by E80, nor the passing of title or risk in the Goods or the Services to E80 will be deemed to constitute the acceptance of the Goods or the Services.

## 6. QUALITY AND WARRANTY

6.1 The Supplier shall have all necessary permits, licenses, registrations and authorizations required by the Applicable Laws to fulfil its obligations arising out of the Agreement and the Specification (or any modifications to the Specification that may be agreed in writing with E80) and to conduct its business as it is conducted. The Supplies shall be prepared, provided and delivered with proper, due and professional skill, care and diligence and fully in accordance with the Agreement and all Applicable Laws, regulations, standards and best industry practice.

6.2 The Supplier shall warrant the Supplies against all apparent and hidden defects. Unless a longer period and/or more stringent warranty obligations of the Supplier are applicable under the Applicable Laws or agreed between the Parties, the Supplier shall ensure that the Supplies delivered to E80 shall on delivery and for a 24-month period after the Acceptance Protocol or the Delivery Date, if no Acceptance Protocol has been signed by E80 for reasons not attributable to the Supplier ("Warranty Period"):

- (a) be new, free from any defects, design faults, construction faults, material faults and manufacturing faults, suitable, safe and fit for its intended purpose and use, according to the Specification;

- (b) be complete and ready for use and that all auxiliary items that are required for good operation are supplied as part of the delivery, even if not specifically ordered;
- (c) fully comply with the terms and Specifications included in the Agreement and the Applicable Laws, regulations and standards concerning, among others, quality, health and safety and environment which apply from time to time to the sourcing, supply or use of the Supplies;
- (d) comply with all requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and the performance of the Services resulting from the Applicable Laws, as well as the standards or industry norms customarily applied in the industry in which the Supplier is active, unless the application of such standards or norms provides E80 a standard of Goods and Services less favorable for E80 than the one resulting from the Agreement or Applicable Laws;
- (e) be produced or provided by skilled workers and in case of Goods, be produced using appropriate high-quality raw materials and, solely in this instance for the shorter of the Warranty Period or the period when the Supplier's obligation for packaging, storing and/or transporting lasts, be packaged, stored and transported as required by E80 and in accordance with the requirements of the Agreement and Applicable Laws.

6.3 Should the Supplier enter the Site or have an access to the information technology infrastructure of E80 or the Customer in connection with the performance of the Agreement, it shall ensure that all Supplier's personnel, Supplier's Subcontractors and other persons participating in the performance of the Agreement on behalf of the Supplier, observe all generally Applicable Laws as well as all internal applicable rules and regulations of E80 or the Customer, including, but not limited to, those regarding health and safety, environment, energy efficiency, fire prevention and information security.

6.4 If the Supplier becomes aware that the Goods or Services do not comply with quality requirements and the Supplier's warranties as defined in the Clause 6.2 and/or if the Supplier has legitimate doubts regarding the Goods' or Services' compliance with such requirements, then the Supplier shall promptly notify E80 in writing and shall advise E80 on any further steps to be taken. The same applies if the Supplier becomes aware of property rights of third parties which conflict with the unrestricted use of the Goods or Services by E80 or the Customer. Receipt and handling of such information by E80 is without prejudice to any and all Claims E80 may have against the Supplier resulting from such non-compliance.

6.5 E80 may call for certificates of raw materials and test certificates for materials and equipment used in the sourcing and manufacture of the Goods. The Supplier shall provide such certificates to E80 within 5 (five) days after receipt of such request.

6.6 The Supplier shall conduct at its own cost appropriate checks and undertake appropriate quality control and quality assessment procedures to ensure that it complies with the Agreement. At E80's request, the Supplier shall permit, and shall ensure that each Supplier's Subcontractor permits, E80's representatives to inspect the Supplier's and/or the Subcontractor's operations and facilities, to access relevant persons, materials and equipment and to submit all relevant documents to confirm Supplier's and/or Subcontractor's compliance with the terms of the

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Agreement, including specific obligations of the Supplier and/or Supplier's Subcontractor related to the Supplies.

## 7. REMEDIES

7.1 If E80 considers that the Supplies is not, in any respect, fully in accordance with the terms of the Agreement, the Specification or the Applicable Laws at any moment within the Warranty Period, E80 shall be entitled, at its sole discretion and regardless of whether such a non-compliance with the Agreement of the Supplies (i.e. the defect thereof) represents material or immaterial breach of Supplier's obligations under the Agreement, to any or all of the following:

- (a) reject all or part of the Supplies and return them to the Supplier at the Supplier's own risk and expense; and/or
- (b) require the Supplier to either repair or replace free-of-charge the Supplies at the Site or the Supplier's premises as soon as practically possible, whichever E80 determines, and in any case within and no later than 5 (five) days from the day on which E80 has notified the Supplier about the defects or within other period as may be agreed with E80, or to refund to E80 any amounts paid in respect of any Supplies that do not correspond with the Agreement (and repaired or replacement Supplies will themselves be subject to the obligations in the Agreement); and/or
- (c) delivery, without undue delay, by the Supplier of new defect-free (i.e. fully compliant with the Agreement) Supplies according to alternative timescales and/or locations if so specified by E80; and/or
- (d) in the case of incorrect delivery, require the Supplier to promptly reimburse E80 in respect of any costs (including, but not limited to, freight, clearance, duty and storage charges) incurred by E80; and/or
- (e) require the Supplier to reduce the original Price for the defective Supplies; and/or
- (f) purchase Goods elsewhere that, as nearly as practicable, comply with the Agreement (and any extra expense thus incurred will be paid by the Supplier to E80 on demand), provided that, before exercising the right to purchase elsewhere, E80 will give the Supplier a reasonable opportunity to replace the rejected Supplies with goods that conform with the Agreement; and/or
- (g) claim damages for any other costs, losses or expenses incurred by E80 that are attributable to the Supplier's failure to carry out its obligations under the Agreement; and/or
- (h) terminate the Agreement as set out in Clause 14 hereinafter.

7.2 In the event of a rejection of all or part of the Supplies in accordance with the Clause 7.1 above, E80 will notify the Supplier in writing, and the payment obligation in relation to any such delivery will be suspended.

7.3 In case of Clause 7.1 (b) and (c) above, a new Warranty Period of 24 (twenty-four) months for the new or repaired Supplies shall commence on the date of the later of its delivery and repair (whilst the new 24-month Warranty Period shall apply to the entire

thus affected Supplies even if only a part thereof required replacement or repair).

7.4 In case of non-conformity of the Supplies, E80 shall be entitled, for the management of the defect, to charge the Supplier a liquidated damages equal to 5% (five percent) of the Price of the Purchase Order, which in any case can never be less than the sum of 300 (three hundred) Euro, unless otherwise agreed between the Parties. The liquidated damages shall become due automatically without an E80's request. The payment of liquidated damages by the Supplier shall not relieve the Supplier from its contractual obligation to carry out the Supplies.

7.5 The provisions of this Clause 7 are without prejudice to any other right of E80 under the Agreement and the Applicable Laws.

## 8. AUDIT

8.1 During the term of the Agreement and for the following 24 (twenty-four) months, subject to reasonable prior notice E80 is entitled to conduct, or to have conducted, directly or through any representative duly authorized by E80, financial, quality, technical, IT or other compliance audits of the Supplier and its Subcontractors, in order to: (i) examine the processes, procedures or control mechanisms that underlie or are involved in the Supplier's and/or Subcontractors' fulfillment of the obligations arising from the Agreement; (ii) verify the Supplier's and/or Subcontractors' compliance with E80 Policies; (iii) check books, records, documents, registers, media, financial or otherwise, and make copies. If the audit reveals any failure by the Supplier and/or the Subcontractors, the Supplier shall reimburse E80 for the audit costs, without prejudice to any other rights E80 may have pursuant to the Agreement and the Applicable Laws.

## 9. PRICE, PAYMENT AND INVOICING

9.1 The price for the Supplies ("Price") shall be determined based on the Agreement between the Parties or, as the case may be, in accordance with mutually agreed in writing Supplier's price list. The Price is fixed and may be changed only upon the mutual written agreement of both Parties. If the Supplier is obliged to raise the Price on ground of a mandatory legal provision, E80 shall be entitled to terminate the Agreement with immediate effect according to the Clause 14.

9.2 Unless expressly agreed otherwise in writing, the Price shall include all travel expenses, costs of accommodation, costs of transport, time spent travelling, costs of packaging, costs of certificates and import duties, as well as any other costs, expenses, duties or levies incurred by the Supplier (and Subcontractors) in connection with the Supplies (materials, equipment, insurance, loading and/or unloading).

9.3 The Price does not include any taxes (VAT, etc.) that shall be charged in the amount set out under the legal regulations effective as of the day of date of taxable supply.

9.4 The Supplier shall be entitled to issue the invoice for the Supplies only upon signing of the Acceptance Protocol by E80, if any, or the entire performance of the Supplies as per provided for in the Agreement. Each invoice shall meet all requirements for accounting and tax documents set out by Applicable Laws and shall always indicate the number of the E80's respective Purchase Order.

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Each invoice shall meet all requirements for accounting and tax documents set out by Applicable Laws and shall always indicate the number of the E80's respective Purchase Order. Each invoice shall be delivered electronically through the exchange system (Sdl), as required by the Applicable Laws. In case of Supplies not subject to such exchange system, the invoice shall be delivered electronically in a form of non-editable, readable pdf, solely to the e-mail address indicated by E80. If sent via email, then each email can include more pdf attachments while each pdf attachment can only include not more than one invoice (with supporting evidence).

9.5 Each invoice shall be paid within the term agreed between the Parties and indicated in the Purchase Order. The term shall be calculated from the date when a correct and undisputed invoice issued and delivered in accordance with the Clause 9.4 above is received by E80. Should the invoice fail to meet the requirements stipulated in the Agreement, E80 shall be entitled to return it to the Supplier, the maturity period of the returned invoice shall be discontinued and a new maturity period shall commence to run no earlier than upon delivery of the invoice fully satisfying the agreed requirements. In the event of defective Supplies, E80 has the right to withhold the payment, even if it is claimed on other legal grounds, until the due Supplies is rendered in full. Any cost differences will be settled through specific credit or debit notes, subject to agreement between the Parties. If an invoice is received by E80 and issued fully in accordance with the Agreement and is not paid by the relevant due date, then the Supplier shall provide to E80 notice in writing thereof and E80 shall be granted additional period of thirty (30) days for the payment.

9.6 The Price shall be paid in the currency indicated in the invoice by transfer to the Supplier's bank account specified by the Supplier in the Agreement or indicated by the Supplier later in writing (at the latest before the invoice with the changed bank account number is issued to E80). The Price shall be considered as paid upon its disbursement from the E80's account.

9.7 The payment of the Price or its part shall not be considered as confirmation of E80 that the Supplies has been duly performed and delivered and shall not release the Supplier from any obligation or liability (in particular, in respect of its warranty obligations).

9.8 The Supplier will not be entitled to set off any amounts payable to it by E80 from the amounts payable by the Supplier to E80 without the prior written consent of E80. E80 may further set off any sum due from the Supplier to E80 under the Agreement or to recover such sums as a debt.

## 10. INSURANCE

10.1 For the whole term of the Agreement and, unless agreed otherwise in writing, also during the whole remaining Warranty Period(s), the Supplier shall maintain at its own cost (i) all mandatory insurance required by Applicable Laws, and (ii) appropriate insurance coverage against various types of business risks such as third-party liability, professional liability, product liability, employer liability, at the minimum level as set forth in the Agreement or otherwise required by E80.

10.2 Prior to commencement of fulfilling of its obligations under the Agreement, the Supplier shall provide E80 with broker's verification of insurance, insurance certificate, copy of the insurance policy or other document acceptable for E80 (at E80's sole discretion) to demonstrate that the required insurance coverage

against business risks is in place, together with confirmation that the relevant premiums have been paid. The Supplier shall immediately provide E80 with any amendment, renewal or change of any such provided document.

10.3 If the Supplier fails to effect and maintain the required insurance, E80 shall be entitled to make alternative arrangements to effect the respective insurance cover and to recover any related costs from the Supplier.

10.4 For the avoidance of doubt, the insurance coverage shall not limit in any way the Supplier's responsibility and liability for its Goods delivered and Services performed to E80.

## 11. LIABILITY AND INDEMNIFICATION

11.1 The Supplier shall be liable for any damage, expenses, liabilities, losses and claims suffered or incurred by E80 and arising out of or in connection with any performance or non-performance by the Supplier of the Agreement.

11.2 To the maximum extent permitted by law, the Parties agree to exclude E80's liability in respect of any damage, expenses, liabilities, losses and claims of any kind suffered by the Supplier or any third party as a result of E80's breach of the Agreement or otherwise in connection with the Agreement. For the avoidance of doubt, such exclusion of liability does not relate to exclusion of liability for damage, expenses, liabilities, losses and claims of any kind caused by E80 intentionally or due to its gross negligence.

11.3 If a Claim is made against E80 based on a violation of public safety or product liability regulations in connection with the delivery of the Goods or performance of the Services by the Supplier, then, to the greatest extent permitted by the Applicable Law, the Supplier shall, without prejudice to other rights or remedies E80 may have under the Agreement or any other legal grounds, indemnify E80 and its employees, officers, agents, Customers and successors and assignees ("Indemnified Parties") against any liability, loss, expense, costs (including attorneys' fees or other legal costs, costs for recalls and costs for its own employees), damage or injury resulting from such violation, unless the Supplier proves that the Supplier has not caused the violation.

11.4 Without prejudice to other rights or remedies E80 may have under the Agreement or any other legal grounds and to the greatest extent permitted by the Applicable Law, the Supplier shall indemnify E80 and the Indemnified Parties against any liability, loss, expense, costs (including attorneys' fees or other legal costs, costs for recalls and costs for its own employees), damage or injury in consequence of (i) any defective Goods and/or Services or (ii) any breach by the Supplier or its Subcontractors of the Agreement (including any late delivery of Goods or performance of the Services), or (iii) any negligence, willful default or wrongful act or omission of the Supplier or its Subcontractors.

## 12. INTELLECTUAL PROPERTY

12.1 All materials provided to the Supplier by E80, in particular Specifications, assumptions, source materials especially in the form of design, models, molds, photographs, graphics, as well as the know-how, are owned by or reserved only for E80, and will be used by the Supplier exclusively for the purpose of properly performing the Agreement. All Intellectual Property Rights to the above materials will remain with E80.

12.2 The projects, drawings, models, molds or anything else provided by E80 for the Supplies will be considered delivered to the Supplier on free loan to use. The Supplier is obliged to use it exclusively for the Supplies, to safeguard it and to return it after the time necessary for the execution of the Agreement.

12.3 Each Party owns or has a license to use its respective Intellectual Property Rights created or developed prior to entering into the Agreement including all modifications, improvements or changes in or to such pre-existing Intellectual Property Rights. To the extent that any pre-existing Intellectual Property Rights or materials are contained in or used in connection with the Supplies ("Pre-existing IP"), the Supplier grants to E80 a worldwide, irrevocable, non-exclusive, fully paid, royalty-free right and a license to, and to authorize others to, use, execute, reproduce, display, perform, distribute and prepare derivative works of such Pre-existing IP, to the extent required for the full enjoyment of the Supplies by E80 as envisaged by the Agreement.

12.4 The Supplier acknowledges and agrees that all discoveries, inventions, know-how, technologies, procedures, processes, techniques, formulae, methods, improvements, designs, works of authorship, software, trade names, slogans, service marks, mask work rights, and other Intellectual Property Rights and derivative works invented, conceived, created, discovered, developed, authored or devised, individually or in collaboration with any other person or entity in the course of performing of the Agreement (collectively, "Inventions" or "New IP Rights") shall be the sole and exclusive property of E80. The Supplier shall take all actions reasonably necessary to secure the assignment of such rights to E80. Notwithstanding its obligation to assign ownership, the Supplier hereby grants to E80 in advance an unconditional, irrevocable, transferable, exclusive and worldwide license in any New IP Rights, either in their original or in any modified form, free of charge. The Supplier shall not use any New IP Rights other than for the purposes of the Agreement. The Supplier alone shall be responsible for all fees, rewards and other payments belonging to authors, creators and rightsholders pursuant to the Applicable Laws in connection to the Inventions and shall not be entitled to any reimbursement of such costs by E80. The Supplier shall ensure that the authors, creators and rightsholders of the Inventions waive, to the maximum extent permitted by the Applicable Laws, all moral rights to which they may be entitled in connection with any Inventions.

12.5 The Supplier warrants that the sale or use of the Supplies furnished hereunder will not infringe or contribute to infringement of any Intellectual Property Rights, and shall defend, indemnify and hold E80, its predecessors, successors, assigns and Customers (whether direct or indirect), harmless against any and all Claims which they, or any of them, may sustain or incur as arising from or relating to the Pre-existing IP or of a breach of this warranty.

12.6 The Supplier shall ensure that the Supplies and the use and purpose for which E80 requires the Supplies do not infringe any Intellectual Property Rights of any third party. The Supplier shall, in particular, ensure all rights to third parties' property (including Intellectual Property Rights) required for undisturbed use of the Supplies and for the granting of the licenses under the Clause 12.2 above.

12.7 The Supplier shall indemnify on demand and keep indemnified in full E80 against all losses incurred by it and arising from any Claim of infringement or alleged infringement of any

Intellectual Property Rights in relation to the Supplies and the use or possession by E80 of the Supplies.

### 13. CONFIDENTIALITY

13.1 Each Party shall keep the other Party's Confidential Information safe, secret and confidential. Neither Party shall use the other's Confidential Information for any purpose other than performing its obligations under the Agreement and neither Party shall disclose it to any other person except:

- (a) in relation to the Supplier, to its employees, agents, professional advisers and Supplier's Subcontractors as required for the purposes of performing the Supplier's obligations under the Agreement, while the Supplier shall ensure that those persons maintain safety, security and confidentiality of the Confidential Information to no lesser extent than the Supplier under the Agreement;
- (b) in relation to E80, its employees, agents, professional advisers and Customers, who may have a need to know the Confidential Information; and
- (c) as required by law, legal process or regulatory or other public authority.

13.2 For these purposes "Confidential Information" is the information which:

- (a) relates to the business of E80 or Supplier or their Groups or relates to the content of the Agreement; and
- (b) is disclosed by any member of E80 or the Supplier or their Group to any member of the other Group (the "Recipient"); and
- (c) other than the information that:
  - i was in the public domain at the time when it was disclosed (unless the information disclosed was a compilation of such publicly available information in a form not previously known);
  - ii passes into the public domain after it has been disclosed without the Recipient being in breach of any obligation of confidence in the information;
  - iii is given to the Recipient by a third party who is lawfully entitled to disclose it and has no duty to respect any obligation of confidence in the information;
  - iv was known (or was independently generated) by the Recipient prior to its receipt or disclosure.

13.3 Unless otherwise agreed between the Parties, this Clause 13 applies in addition and does not supersede any non-disclosure agreement or other similar arrangement that may be entered into between E80 and the Supplier in connection with the performance of the Agreement.

13.4 Termination of the Agreement shall have no effect on the obligation to keep the other Party's Confidential Information secret, secure and confidential; such obligation shall continue in full force until the Confidential Information ceases to be confidential.

13.5 The Recipient undertakes to notify the other Party promptly of any unauthorized use, copying or disclosure of any of the Confidential Information of which the Recipient becomes aware,

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and to provide all reasonable assistance to the other Party to terminate such unauthorized acts.

13.6 The Supplier shall keep or cause to be kept full and accurate records (the "**Records**") of the Supplies provided in connection with the Agreement. The Supplier grants, and shall ensure that each Supplier's Subcontractor grants, to E80, their auditors, legal advisors and other authorized agents the right of access on reasonable notice or, in case of suspected fraudulent activity, immediately, to the Records and to any Supplier's or Supplier's Subcontractor's premises, documents and materials relating to the performance of the Agreement and shall provide at its own cost all reasonable assistance at all times during the term of the Agreement or at any time thereafter for the purposes of carrying out an audit of the Supplier's or Supplier's Subcontractors' compliance with the Agreement.

13.7 The Supplier shall not make any reference to E80 in its advertising, literature or correspondence without E80's prior written consent. Nothing in the Agreement will entitle the Supplier to use any name, trademark or logo of E80.

#### **14. TERMINATION**

14.1 The term of the Agreement shall be defined in the relevant Purchase Order.

14.2 The Agreement may be terminated by E80 at any time by giving a written notice to the Supplier at least thirty (30) days prior to the effective date of termination, except if the Parties agreed otherwise in writing.

14.3 In addition to other events of termination (including, for the avoidance of doubt, withdrawal) provided by Applicable Laws and without prejudice to other rights of E80 to terminate the Agreement provided for in the Agreement, E80 shall be entitled to terminate the Agreement with immediate effect by written notice sent to the Supplier according to Clause 15 below, if:

- (a) the Supplier breaches obligations resulting from the Agreement, E80 has notified the Supplier of the breach and the Supplier fails to remedy the breach within a reasonable period granted by E80;
- (b) the Supplier ceases to fulfil its financial obligations;
- (c) if a decision has been made on the dissolution and/or liquidation of the Supplier or its business is closed down for any reason (even temporarily);
- (d) there is a change in the ownership of the Supplier;
- (e) the Supplier or its Subcontractors breaches the E80 Policies set forth in Clause 17 below.

14.4 Unless otherwise agreed between the Parties in writing, termination of the Agreement shall not have any influence on the duration of any other agreement, be it an individual agreement or a framework agreement (even if the terminated Agreement was entered into within the scope of the respective framework agreement or if the individual agreements fall within the scope of the terminated Agreement).

14.5 Unless otherwise agreed between the Parties, following termination or expiration of the Agreement, the Supplier must immediately return or, at E80's request, destroy all property, Confidential Information, materials or Records in its possession or

under its control belonging or relating to E80 that it received in connection with the Agreement.

14.6 Those rights and obligations of the Parties under the Agreement which are expressly or impliedly intended to come into or remain in force on or after termination or expiry of the Agreement such as rights and obligations under Clauses 11, 12 and 13 hereof and unexpired Supplier's warranty obligations shall remain in full force and effect after the termination or expiry of the Agreement.

#### **15. COMMUNICATION BETWEEN THE PARTIES**

15.1 The Parties shall communicate with each other in writing using the addresses or email addresses set out in the Agreement or in person through their contact persons or authorized representatives, as may be appropriate. Each Party may by a proper written notice change any of the contact details, including addresses or email addresses, referred to in the Agreement. Documents having the nature of a legal action, in particular those relating, even indirectly, to duration, effectiveness, change or termination of the Agreement, must be delivered in person, via courier service, via registered mail with advice of delivery or electronically and must be signed by authorized representatives with a signature having the force and effects of a handwritten signature under the Applicable Laws and the Clause 15.2 below.

15.2 To the extent permitted by Applicable Laws, documents signed by electronic signature (including signature through DocuSign services or electronically scanned and transmitted versions of handwritten signature) shall be considered as documents in a written form with handwritten signature for all purposes and shall have the same force and effect as if signed by hand.

#### **16. DATA PROTECTION**

16.1 For the term of the Agreement and the necessary time after its termination, the Parties may provide each other with personal data (e.g. identification and contact details of signatories or contact persons; "**Personal Data**") of the other Party or its employees to the extent as may be necessary to conclude and maintain the business relationship between the Parties. Each Party undertakes to process the Personal Data provided by the other Party in a manner that minimizes the risk of loss or misuse of such data and to meet its obligations under the applicable Personal Data protection laws ("**Data Protection Laws**"). E80's privacy policy is available on E80 website.

16.2 Each Party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws and shall make such information available on request.

#### **17. COMPLIANCE**

17.1 The Parties undertake to carry out their activities in full compliance with all Applicable Laws, including those relating to fair competition, anti-money laundering, anti-corruption, environmental protection, imports and exports, protection of personal data as well as to comply with the prohibitions provided for by international sanctions imposed by the European Union, the

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United Nations and the United States. The Parties also undertake to comply with all regulations and other obligations regarding workers' compensation and insurance, mandatory contributions, child labor, health and safety at work.

17.2 In particular, the Supplier is aware of and understands that the Products may be subject to economic or financial sanctions or trade embargos imposed, administered or enforced by the United Nations, the United States of America, the European Union and/or other countries' applicable export control laws. The Supplier therefore undertakes to provide E80 with all necessary export control information relating to the Products, in the format requested by E80 and to update such information in case there are any changes to the Products. If the Supplier does not provide the necessary information, the Supplier hereby warrants and represents that no Product (including any parts thereof) delivered under the Agreement is subject to any export or international trade control restrictions. For the sake of clarity, the Supplier's failure to comply with this Clause 17 shall constitute a fundamental breach of this Agreement. Supplier is under all circumstances responsible for screening its Subcontractors.

17.3 The Supplier acknowledges that E80 has adopted E80 Policies and shall comply with their requirements and maintain a consistently high standard of integrity in all its business relationships with E80 as well as foster the highest possible standards of professional competence in all its activities. To this end, in supplying Goods to E80 and/or in performing any Services, the Supplier shall not take any action that violates E80 Policies. Further, the Supplier acknowledges that no employee of E80 is authorized to propose to the Supplier or approve conduct which is inconsistent with E80 Policies.

17.4 The Supplier shall demonstrate compliance with the requirements of E80 Policies at the request and to the satisfaction of E80, e.g. by providing data or conducting self-assessments.

17.5 If E80 has reason to believe that the Supplier, its personnel or Subcontractors may be in material breach of the requirements laid out in E80 Policies, E80 or a third party appointed by it may conduct inspections at the Supplier's or Subcontractor's premises in order to verify the Supplier's compliance with the requirements of E80 Policies. E80 shall use reasonable efforts to ensure that all inspections will be conducted in accordance with any applicable Data Protection Laws and shall neither unreasonably interfere with the Supplier's business activities nor violate any of the Supplier's confidentiality agreements with third parties. The Supplier shall reasonably cooperate with any inspections conducted. Each Party shall bear its own expenses in connection with such inspection.

17.6 Without prejudice to other rights or remedies E80 may have under the Agreement or any other legal grounds, E80 may terminate the Agreement and any Purchase Order issued hereunder without any liability whatsoever, if the Supplier, its personnel or Subcontractors is in material breach of E80 Policies or fails to remedy any breach after written notification of the breach by E80. Material breaches include, but are not limited to, incidents of forced or child labor, corruption and bribery, and failure to comply with the E80 Policies' health and safety, environmental protection and cybersecurity requirements.

17.7 Any reference to the E80 Policies shall (except where the context otherwise requires) be construed as referring to such E80 Policies as amended and in force from time to time.

## 18. CHANGE OF CONTROL

18.1 The Supplier warrants that, prior to entering into the Agreement with E80, it has fully and accurately disclosed to E80 all relevant corporate information regarding the shareholder structure and relevant interests.

18.2 The Supplier agrees to immediately notify E80 of any change or potential change in shareholding or control in Supplier or its Group arising during the course of the Agreement (a "**Change of Control**".)

18.3 Further to such notification or acknowledgement by E80 of any Change of Control, E80 reserves its right to terminate the Agreement in accordance with Clause 14 above.

## 19. ASSIGNMENT, SUBCONTRACTING AND SUPPLIER'S PERSONNEL

19.1 The Supplier shall not assign, novate or transfer any rights or obligations under the Agreement without the E80's prior written consent. No other party than the Supplier shall be entitled to enforce any of the Supplier's rights under the Agreement.

19.2 E80 shall be entitled to assign, novate or transfer any of its rights or obligations under the Agreement to any member of its Group at any time without any further consent from the Supplier.

19.3 The Supplier may not subcontract all or part of the Agreement without the express prior written consent of E80. E80's prior written consent relating to the use of any Subcontractor by the Supplier shall not relieve the Supplier of its obligations under the Agreement, and any failure of a Supplier's Subcontractor to fulfill its obligations to the Supplier shall not constitute a Force Majeure Event.

19.4 In case of subcontracting, the Supplier shall require its Subcontractors to comply with all obligations under the Agreement, including confidentiality. The Supplier shall remain fully liable for the execution of its obligations hereunder to E80 and shall conduct due diligence on its Subcontractors to ensure that they have adequate technical expertise and financial standing to fulfil their respective obligations.

19.5 The Supplier agrees that it is performing the Supplies as an independent contractor and will retain all responsibility for payment of any compensation, income tax, national insurance contributions, and any other taxation that may arise from the provision of the Supplies, and will indemnify and keep indemnified E80, on demand, from and against all losses incurred or suffered as a result of or in connection with E80 having to pay for any compensation, tax, income tax or national insurance contributions and/or make any deductions at source in respect of the Supplies and Supplier's personnel.

## 20. FORCE MAJEURE

20.1 The "**Force Majeure Event**" means an extraordinary event arising after the conclusion of the Agreement, which is unforeseeable, unavoidable and beyond control of the affected Party, including (provided that the prior conditions are satisfied):

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- (a) war, explosion, acts or threatened acts of terrorism, riot, civil disorder, rebellion or revolution, embargo on import or export,
- (b) pandemic, fire, flood, earthquake or other natural disasters,
- (c) actions of government that prevent the affected Party from performing its obligations.

Any mechanical breakdowns, production delays or strikes on the side of the Supplier or any events affecting Supplier's Subcontractors shall never be considered as the Force Majeure Events in respect of the Supplier's obligations.

20.2 Neither Party shall be liable for its failure to duly perform its contractual obligations if the Force Majeure Event causes such non-performance but in each case only if and to the extent that the non-performing Party and its subcontractors is without fault in causing the breach or delay, the breach or delay was not caused by a breach of any provision of the Agreement or of Applicable Laws by the non-performing Party and the breach or delay could not have been prevented without unreasonable expense by the non-performing Party and cannot be circumvented by the non-performing Party at its expense through the use of maximum efforts and best industry practice, including the use of alternate sources, work-around plans and/or other means. In order to be able to benefit from the previous sentence of this Clause 20.2, the Party that is prevented from due performance of its obligations by a Force Majeure Event shall inform accordingly the other Party in writing not later than within 7 (seven) days of the later of (i) when the Force Majeure Event arises, and (ii) when the Force Majeure Event stops preventing it from making such a notification, presenting evidence that the Force Majeure Event has a decisive impact on the performance of its contractual obligations. The Party affected by a Force Majeure Event shall inform the other Party of the Force Majeure Event coming to an end no later than within 7 (seven) days thereof. The Party prevented from due performance of its obligations by a Force Majeure Event undertakes to exert maximum effort and best industry practice in order to overcome the consequences caused by the Force Majeure Event. Without limitation to the foregoing, the Supplier shall not be released from any of its obligations by a Force Majeure Event which affects E80.

20.3 If any Force Majeure Event lasts for more than 60 (sixty) days, E80 shall be entitled to unilaterally terminate the Agreement with immediate effect.

## 21. LAW AND JURISDICTION

21.1 The Agreement shall be governed by the law of the country in which E80 is domiciled. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

21.2 All claims, issues or disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the court of the country in which E80 is domiciled.

## 22. FINAL PROVISIONS

22.1 The Supplier accepts and undertakes the risk of change in circumstances. For the avoidance of doubt, the Supplier shall not be entitled (by operation of any court or otherwise) to any

amendment or termination of the Agreement without the E80's consent save for as expressly stipulated in the Agreement.

22.2 E80 is not obliged to buy any minimum volumes of the Supplies from the Supplier. Any volume forecasts set out in the Agreement are not binding and may be unilaterally changed by E80 from time to time. E80 is entitled to source the Supplies also from other suppliers than from the Supplier.

22.3 No failure or delay on the part of E80 to exercise any power, right or remedy under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise by E80 of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. No waiver by E80 of any breach of any of the terms and conditions of the Agreement shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition thereof. No waiver by E80 is validly made unless made in writing.

22.4 If any provision of the Agreement is held to be illegal, invalid or otherwise unenforceable in whole or in part, the other provisions shall remain in full force and effect. The Parties shall negotiate in good faith to amend the Agreement in order to be fully valid and enforceable, and, to the greatest extent possible, to achieve the Parties' original commercial intentions.

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For acceptance.

Date \_\_\_\_\_

The Supplier \_\_\_\_\_