

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS (THESE "TERMS")

Customer's attention is particularly drawn to the exclusions and limitations of liability at Section 11.

1. DEFINITIONS AND INTERPRETATION

1.1 This is version 1.0 of these Terms dated September 23, 2024. In these Terms, the following definitions apply in addition to terms defined elsewhere in these Terms.

- (1) "**Applicable Laws**" means applicable laws or regulations issued by a governmental body or a court order.
- (2) "**Business Day**" a day that is not a Saturday, Sunday or public or bank holiday in the United States.
- (3) "**Customer**" means the buyer named in an Order. Customer purchases for its own account unless Customer has a separate Dealer Agreement with Supplier with rights to resell Goods.
- (4) "**Dealer Agreement**" means the dealer agreement, supply agreement or other agreement between Customer and Supplier regarding resale of Goods by Customer; no resales are permitted without a Dealer Agreement.
- (5) "**Goods**" means hardware, equipment and parts sold by Supplier subject to these Terms under one or more accepted Orders. Supplier does not provide access to its software platforms or monitoring services under these Terms. Those services are subject to a separate services contract between Supplier and the end user.
- (6) "**Insolvent**" means Customer (a) has a receiver, administrator or provisional liquidator appointed; (b) is subject to a notice of intention to appoint an administrator; (c) passes a resolution for its winding-up (save for the purpose of a solvent restructuring); (d) has a winding up order made by a court in respect of it; (e) enters into any composition or arrangement with creditors (other than relating to a solvent restructuring); (f) ceases to carry on business; (g) has any steps or actions taken in connection with any of these procedures; (h) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.
- (7) "**Order**" means the order or purchase order of the Customer for supply of Goods from Supplier. All Orders are subject to these Terms.
- (8) "**Order Acknowledgement**" means Supplier's written acceptance of an Order.
- (9) "**Supplier**" means Business Marketers Group, Inc. doing business as Rath Communications or Janus Elevator Products.

1.2 All headings are for ease of reference only and will not affect the construction or interpretation of these Terms.

1.3 Unless the context otherwise requires:

- (1) (a) references to the singular include the plural and vice versa and references to any gender include every gender; (b) references to a "**person**" include any individual, body corporate, corporation, limited liability company, association, partnership, firm, trust, organization, joint venture or other entity; and (c) references to "**governmental authority**" include any government, local or municipal authority, governmental or supra-governmental agency or department, or federal or state agency (in each case whether or not having separate legal personality).

(2) References to any statute or statutory provision include any subordinate legislation or regulations made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

(3) Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

(4) The meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

1.4 References to "in writing" or "written" include e-mail provided a mere email is not a signed writing but an email may convey a signed writing as an attachment.

1.5 Any reference to: time of day is based on Central Time unless otherwise specified and a day is a period of 24 hours running from midnight to midnight.

1.6 Any obligation on a party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done indirectly by any other person.

2. CONTRACT FORMATION

2.1 Unless otherwise stated in Supplier's quotation, any quotation given by Supplier is valid for 30 days from and including its date and will constitute an estimate for information (or invitation to treat) and not an offer.

2.2 The Order constitutes an offer by Customer to purchase Goods from Supplier on these Terms. An individual contract for the supply of Goods by Supplier to Customer on these Terms will be formed when Supplier accepts the Order by issuing an Order Acknowledgement to Customer. All Orders are subject to acceptance by Supplier. Supplier is under no obligation to accept any Order or supply any minimum amounts of Goods to Customer.

2.3 These Terms prevail in any "battle of forms" and are the only terms and conditions on which Supplier will supply Goods to Customer; these Terms will apply to the exclusion of all other terms and conditions including any different or supplemental sales or supply terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Order) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

2.4 Supplier will be entitled, at its discretion, to deliver Goods under an Order by separate installments. Supplier will be entitled to invoice the Price for each installment separately in accordance with Section 7.5. Each installment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an installment will give Customer the right to cancel or terminate any other contract.

3. THE GOODS

- 3.1 Where Goods are ordered on a "custom" basis pursuant to a Specification referenced in the Order, Supplier will obtain Customer's prior approval in order to: vary the design, finish or other Specification of Goods and/or their packaging; and/or substitute any materials or parts which are used in Goods and which are unavailable for any reason with alternative materials or parts unless the substitution is required pursuant to Applicable Law. Otherwise, Supplier reserves the right to substitute functionally equivalent Goods in whole or in part for its standard Goods. "Specification" means the written technical specification for the Goods referenced in the Order and confirmed in the Order Acknowledgement.
- 3.2 Any samples, models, drawings, descriptive and illustrative matter and advertising issued or published by Supplier (or the third party manufacturer of any Goods) are for the sole purpose of giving an approximate idea of the relevant Goods. Supplier does not engage in sales by sample. No Order will be considered to give rise to a sale by sample.

4. DELIVERY

- 4.1 Unless otherwise specified in the Order Acknowledgement, the Goods will be Delivered Ex Works (as such term is defined in Incoterms 2010) Supplier's warehouse or at such other location specified in the Order Acknowledgement for pick up by Customer's carrier or the carrier arranged by Supplier, as applicable.
- 4.2 Supplier will make commercially reasonable efforts to deliver Goods on the estimated date in the Order Acknowledgement, but time for delivery of the Goods will not be of the essence. Any delivery dates given by the Supplier are estimates only. Custom Goods made to order for Customer may have longer delivery times.
- 4.3 If delivery occurs but Customer fails to accept delivery of, or to collect, the Goods, Supplier will be entitled to: (a) store or arrange for storage of the Goods at Customer's cost until Customer accepts delivery or the Goods are disposed of under Section 4.3(b) (as applicable) and/or to take such action as it considers necessary to attempt to re-deliver the Goods to the address specified in the Order Acknowledgement; and/or (b) treat the Order as repudiated by Customer and dispose of the Goods in any way it sees fit, including by sale to another person. If Supplier sells any such Goods at a price less than the relevant Price plus any relevant packaging, insurance, carriage and delivery costs, Supplier will be entitled to charge Customer for the shortfall. Supplier is entitled to charge all costs and expenses Supplier incurs under Section 4.3 to Customer, and Customer shall pay the same immediately upon written demand.
- 4.4 Customer will ensure that any Goods that Customer purchases or receives from Supplier will not be received, imported, exported, re-exported, transferred, sold or used except in compliance with all Applicable Laws.
- 4.5 If so agreed in an Order Acknowledgement, Supplier will hold Goods under an accepted Order until they're needed within up to a 30-day window, as mutually agreed upon (as reflected in the Order Acknowledgement). Supplier has no obligation to hold Goods longer than 30 days; if the Goods can be sold to another customer following such 30 day period, Supplier has the right to divert the Goods to another customer. If the Goods are custom made to order for Customer and cannot be resold to another customer following the

expiration of the 30 day period, Supplier will store the Goods for Customer's account until Customer picks them up, whereupon Customer shall be liable for all related expenses (including, without limitation, storage and insurance). Supplier may also seek pre-payment or a security deposit from Customer for all such related expenses as condition to accepting additional Orders.

5. INSPECTION AND ACCEPTANCE; RETURNS

- 5.1 Customer shall inspect the Goods within 72-hours of delivery ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies Supplier in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Supplier. "Nonconforming Goods" means only the following: (i) product shipped is different than ordered; or (ii) product's label or packaging incorrectly identifies its contents. (b) If Customer timely notifies Supplier of any Nonconforming Goods, Supplier shall, in its sole reasonable discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods. Customer shall ship, at Supplier's expense and risk of loss, the Nonconforming Goods to Supplier's facility; provided that if the Goods are not in fact Nonconforming Goods, Customer will reimburse such shipping costs to Supplier upon demand. If Supplier exercises its option to replace Nonconforming Goods, Supplier shall, after receiving Buyer's shipment of Nonconforming Goods, ship replacement Goods to Customer at Supplier's expense to a mutually agreed Customer location in the United States or Canada. Customer acknowledges and agrees that the remedies set forth in this Section 5.1 are Customer's exclusive remedies for the delivery of Nonconforming Goods.

6. PASSING OF RISK AND RETENTION OF TITLE

- 6.1 Risk of damage to or loss of the Goods will pass to the Customer upon delivery or attempted delivery pursuant to Section 4.1.
- 6.2 Subject to Sections 6.3 and 6.4, legal and beneficial ownership of the Goods will not pass to Customer until the Supplier has received payment in full of (a) all sums due to it in respect of the Goods; and (b) all other sums which are, or which become due to Supplier from Customer on any account whatsoever.
- 6.3 Customer may resell the Goods if that is in the ordinary course of its business (and subject to its Dealer Agreement) and, if it does so, legal and beneficial ownership of Goods will pass to Customer immediately prior to Customer entering into a binding contract with another person for the sale of those Goods.
- 6.4 Supplier may, by giving written notice to Customer, pass legal and beneficial ownership of the Goods (or any of them) to Customer at any time before such ownership would otherwise have passed to Customer.
- 6.5 Until ownership of the Goods has passed to Customer, Customer will: (a) hold the Goods on a fiduciary basis as Supplier's bailee; (b) store the Goods (at no cost to Supplier) separately from all other goods of Customer or any third party in such a way that they remain readily identifiable as Supplier's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in good and satisfactory condition; and (e) keep the Goods insured for their full Price against damage or loss on an "all risks" basis.

- 6.6 Customer's right to possession, use and resale of the Goods will terminate immediately if, before ownership of the Goods passes to Customer in accordance with Sections 6.1, 6.2, 6.3 or 6.4, if (a) Customer becomes Insolvent; (b) Supplier gives Customer written notice that it has any reasonable concerns regarding the financial standing of Customer; (c) Customer fails to pay any sum due to Supplier under an Order on or before the due date; (d) Customer encumbers or in any way charges any of the Goods; or (e) the applicable Order terminates for any reason.
- 6.7 Once the Goods are delivered to Customer, Supplier will be entitled to recover payment for the Goods (including by way of an action for the price) notwithstanding that ownership of any of the Goods has not passed from Supplier to Customer.
- 6.8 Customer grants and will procure that the owner of any third-party premises grants, Supplier, its agents, employees and subcontractors an irrevocable right and license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Customer's right to possession, use and resale has terminated, to recover them.
- 6.9 Where Supplier is unable to determine whether any goods are the Goods in respect of which Customer's right to possession, use and resale has terminated, Supplier will be deemed to have sold all goods of the kind sold by Supplier to Customer in the order in which they were invoiced to Customer.
- 6.10 If Customer's right to possession, use and resale of the Goods terminates in accordance with Section 6.6, Supplier will be entitled to issue Customer with a demand notice for all or any part of the price of the Goods together with applicable taxes thereon.
- 6.11 Supplier's rights under Section 6 will survive any termination of an Order or Dealer Agreement or other agreement with Customer.

7. PRICE AND PAYMENT

- 7.1 Customer will pay the Prices and Charges to the Supplier in accordance with this Section 7. "**Prices**" means the prices at which Supplier sells the Goods. "**Charges**" means any separate costs payable in connection with packaging, shipping, handling, insurance or special requests in connection with Goods. Supplier reserves the right to confirm all amounts due in the Order Acknowledgement. Charges may include travel, accommodation and subsistence expenses incurred by Supplier in connection with any services ancillary to the Goods performed by Supplier (but does not include fees payable in connection with software or monitoring services, which are subject to separate contract terms).
- 7.2 Prices and Charges are determined by reference to Supplier's then-current pricing for the same as made available by Supplier from time to time. Supplier may increase its Prices and Charges in the ordinary course annually on 60 days' prior written notice.
- 7.3 Any sum payable is exclusive of federal, state, or local sales taxes or equivalent taxes, duties, fees and levies imposed from time to time by any government or other taxing authority with respect to the Goods and any services ancillary thereto, which will be payable by Customer in the manner and at the rate prescribed by law from time to time.
- 7.4 Supplier will be entitled to vary the Prices and/or Charges at any time by giving written notice to the Customer to reflect any variation in the cost of supplying the Goods, which arises as a consequence of: (i)

- any change in Applicable Law; (ii) any variation in the Customer's requirements for the Goods; (iii) any information provided by the Customer being inaccurate or incomplete; (iv) any failure or delay by the Customer in providing information; or (v) downstream cost increases based on cost of raw materials, inputs, parts of Goods from Supplier's own suppliers.
- 7.5 Unless otherwise notified to Customer by Supplier (for example where Supplier has notified Customer that the Goods require upfront payment or where Supplier exercises its discretion to ask for upfront payment where Supplier has concerns about Customer's ability to pay), Supplier may invoice Customer for the Prices for the Goods and any Charges to be payable by Customer in advance of shipment of the Goods.
- 7.6 Each invoice will be payable by Customer within 30 days following the date of Supplier's invoice. All payments will be made in U.S. Dollars unless otherwise agreed in Supplier's Order Acknowledgement, payable in readily available cleared funds by electronic transfer to such bank account as Supplier may nominate from time to time unless Customer places a credit card on file with Supplier.
- 7.7 If Customer has a credit card on file with Supplier for payments, the payment will automatically be charged to the card on file simultaneously with issuance of the invoice for the invoiced amount plus a credit card processing fee in the amount of 3% of the amount charged. If Customer determines to pay by credit card after the invoice to Customer issues, the 3% credit card processing fee will be charged when the payment is made. By providing its credit card information to the third party payment processor designated by Supplier, Customer hereby consents to making payments to Supplier by credit card via such processor (presently Stripe, subject to updating from time to time) in accordance with these Terms. To pay by card, Customer is required to store an authorized credit card with such processor and update it if it changes, the card expires, or the payment processor cannot pass a charge through to the card. The credit card charges will be initiated automatically on the due date described above (or next business day if the due date is a weekend or holiday). Any late payment interest and credit card processing fee will also be charged to the card on file if Customer is a credit card paying customer of Supplier.
- 7.8 Notwithstanding any purported contrary appropriation by Customer, Supplier will be entitled, by giving written notice to Customer, to appropriate any payment by Customer to any invoice issued by Supplier. If any sum payable hereunder is not paid on or before the due date for payment, Supplier will be entitled to charge Customer interest on that sum at 1.5% per month for any month or part thereof the payment is overdue.
- 7.9 If Customer fails to make any payment due to Supplier under any Order or any other contract between Customer and Supplier within 10 Business Days after the due date, Supplier will be entitled to withhold further deliveries of Goods and to suspend or terminate provision of any ancillary services until that payment has been made. If Customer becomes Insolvent all invoices issued by Supplier will immediately become due and payable.
- 7.10 Save as otherwise expressly provided in these Terms or required by law, all payments to be made by Customer to Supplier in respect of

an Order will be made in full without any set-off or any deduction or withholding including on account of any counter-claim.

7.11 Following any expiration or termination of the Dealer Agreement:

- (1) Supplier will be entitled to invoice all Prices and Charges, which have not yet been invoiced; and
- (2) all invoices (including any invoices issued under Section 7.11(1)) will become immediately due and payable by the Customer.

8. WARRANTY

- 8.1 Supplier warrants to Customer that for a period of 2 years (the "**Warranty Period**") from the date the Goods are delivered Ex Works under Section 4.1 they will be free from defects in materials and workmanship in all material respects.
- 8.2 Customer is required to: (a) give written notice of the breach of such warranty to Supplier within 5 days after Buyer becomes aware of the breach and prior to expiration of the Warranty Period; (b) at Supplier's option either return to Supplier (at Buyer's cost) the relevant Goods or permit Supplier or its representatives to inspect them at Buyer's premises; and (c) provide to Supplier all information and assistance that Supplier may reasonably require to investigate the alleged breach.
- 8.3 Supplier will not have any liability for a breach of the warranty if: (a) Buyer does not comply with the obligations in Section 8.2; (b) the relevant defect was caused or exacerbated by improper use, mishandling, misuse, alteration, installation, combination of the Goods with other hardware or equipment, repair, maintenance, transit, storage or failure to comply with instructions provided by Supplier or the manufacturer; (c) the relevant defect was caused by fair wear and tear; or (d) Buyer makes further use of the affected Goods after discovering the relevant breach.
- 8.4 Supplier's only liability and Buyer's sole remedy for breach of the warranty in Section 8.1 will be, at Supplier's option, to repair or replace the relevant Goods. The warranty will apply to any Goods that are repaired or replaced by Supplier for the remainder of the original Warranty Period applicable to the repaired or replaced Goods.
- 8.5 Failures that result from causes not covered by warranty may be subject to a minimum evaluation or repair charge. Goods that have exceeded the warranty period will be subject to a minimum evaluation or repair charge.
- 8.6 Components manufactured by a third party ("**Third Party Components**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Goods. Third Party Components are not covered by the foregoing warranty and Supplier makes no warranty with respect to any Third Party Components.
- 8.7 The warranty in this Section 8 is strictly limited to its terms and conditions and is in lieu of all other warranties, guarantees, express or implied, arising by operation of law, course of dealing, usage of trade or otherwise, specifically excluding any implied warranties of merchantability or fitness for a particular purpose. **SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS WARRANTIES BEYOND THE WARRANTY IN SECTION 8 INCLUDING ALL IMPLIED WARRANTIES, INCLUDING ANY**

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8.8 The warranty in Section 8 is made solely to Buyer and is not transferrable by Buyer to any other person or entity.

9. RETURNS & CANCELLATIONS

- 9.1 Except as provided under Section 5 for Nonconforming Goods or in Section 8 regarding warranted Goods, all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Supplier, or seek refunds or credit for the same. All products found not defective shall be returned to the Customer, shipping charges included.
- 9.2 In any event, no custom Goods or Goods that have been installed are returnable.
- 9.3 Subject to Sections 9.1 and 9.2 above, if Supplier agrees to a return for any other Goods, Customer will only receive credit for other returned Goods if the Good is unused, in its original packaging, saleable, is being returned not later than 6 months after it was delivered under Section 4.1, and Customer has received a Return Merchandise Authorization ("**RMA**") number from Supplier for the Good in question. The RMA number must be visible on the shipping box(es). There will be a 20% flat restocking fee for all returns. Additionally, Customer will need to have returned the Good to Supplier, at Customer's cost, within the earlier of (a) 90 days from the date a RMA number is issued to Customer from Supplier for the Good or (b) 6 months after the Good originally shipped to Customer from Supplier. If the conditions in this Section 9.3 are not met in full, the return will not be processed.
- 9.4 Supplier cannot accept billing for packing, inspection or labor charges in connection with any return.
- 9.5 Supplier shall not be responsible for material returned unless returned with a valid RMA number. All items returned shall be packaged with at least the equivalent of the original packing method and material.
- 9.6 Accepted Orders for custom Goods cannot be cancelled.
- 9.7 If Goods have not been delivered under Section 4.1 within 10 Business Days from and including the estimated delivery date in the Order Acknowledgement, Customer will notify Supplier in writing and, if Supplier fails to Deliver the Goods within a further 5 Business Days of Customer's written notice, Supplier will refund to Customer any monies which Customer has already paid to the Supplier under the Order covering the Goods in question. Subject to Section 11.4, Supplier's sole liability for any failure or delay to deliver Goods will be limited to the price (exclusive of any taxes) paid by Customer in obtaining replacement goods of equivalent description and quality in the cheapest market available, less the Price of the Goods. Customer will not otherwise be entitled to cancel any Order or to reject any Goods by reason of a delay in delivery or failure to deliver. This Section 9.7 does not apply to custom Goods made specifically for Customer's Order, which may have longer lead and delivery times.

10. DEALER AGREEMENT

- 10.1 Customer's right to resell and distribute the Goods purchased hereunder is subject to the terms of the separate Dealer Agreement between Customer and Supplier.

11. EXCLUSIONS AND LIMITATIONS OF LIABILITY

11.1 Subject to Section 11.4, Supplier's entire Liability for any non-delivery of Goods or failure to deliver the Goods in accordance with the timing set out or referred to in the Order Acknowledgement will be as set out in Section 4.3 and Supplier will have no other Liability for any such non-delivery or failure to deliver. Such Liability will be subject to Section 11.2 and will be taken into account in calculating whether the financial limit in Section 11.2 has been reached. "**Liability**" means for these purposes any liability arising out of or in connection with an Order, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under these Terms and/or any defect in any of the Goods, in each case howsoever caused including if caused by negligence or if caused by a deliberate and/or repudiatory breach by that party.

11.2 Subject to Section 11.4, the Supplier's maximum aggregate Liability will be limited to a sum that is equal to 100% of the price payable under the Order giving rise to the Liability. Supplier is not the installer of the Goods and will not be liable for any Liability resulting from Customer's, its customers', their installers' or any other person's installation of Goods.

11.3 Supplier will not be liable to Customer for any:

- (1) loss of profit (whether direct, indirect or consequential);
- (2) loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
- (3) loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
- (4) loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
- (5) loss of bargain (whether direct, indirect or consequential);
- (6) liability of Customer to third parties (whether direct, indirect or consequential);
- (7) loss of use or value of any data or software (whether direct, indirect or consequential);
- (8) wasted management, operational or other time (whether direct, indirect or consequential); or
- (9) loss or damage arising out of any failure by Customer to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Customer (whether direct, indirect or consequential); or indirect, consequential or special loss, subject always to Section 11.4.

11.4 Nothing in these Terms will operate to exclude or restrict one party's Liability (if any) to the other:

- (1) for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable;
- (2) for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or
- (3) for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

11.5 Nothing in Section 11 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other equitable relief.

11.6 The exclusions from, and limitations of, liability in this Section 11 will be considered severally. The invalidity or unenforceability of any one portion or provision will not affect the validity or enforceability of any other part and they will be considered severable from each other.

11.7 Each of Supplier's employees, agents and sub-contractors will be entitled to enforce all the terms of this Section 11. Accordingly, and for the avoidance of doubt the financial limits on liability set out in Section 11 are the maximum liability of the Supplier, its employees, agents and sub-contractors in aggregate.

12. INTELLECTUAL PROPERTY

12.1 Each party owns its respective Intellectual Property Rights. Nothing in these Terms or an Order or Order Acknowledgement will operate to transfer to the Customer or to grant to Customer any license or other right to use any of Supplier's Intellectual Property Rights, save that Customer may use the Supplier's Intellectual Property Rights in the Goods solely to the extent necessary to use the Goods for the purpose for which they were supplied (subject to any other person's applicable terms for use of any Third-Party Components). "**Intellectual Property Rights**" means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, anywhere in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

13. CUSTOMER OBLIGATIONS

13.1 Customer will:

- (1) provide Supplier with all such information and assistance as Supplier may reasonably require from time to time to perform its obligations or to exercise any of its rights under these Terms in respect of individual Orders;
- (2) notify Supplier within 24 hours of: (a) any discussions, negotiations or proposals with or to any one or more of the Customer's creditors in relation to any composition, compromise, arrangement or scheme of arrangement of debt or debts owed to any such creditor; or (b) any discussions, negotiations or proposals with any person in relation to the Insolvency of the Customer;
- (3) not re-package the Goods or remove or alter any trade marks, patent numbers, serial numbers or other identifying marks on the Goods or their packaging or add any other trademarks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging;
- (4) not alter or modify the Goods in any way; and
- (5) comply with Supplier's instructions in connection with any product recall initiated by Supplier involving the Goods (or any of them).

13.2 Notwithstanding anything to the contrary in these Terms, Supplier will not be in breach to the extent its failure to perform or delay or defect in performance of its obligations under these terms or an Order arises as a result of:

- (1) any breach by Customer of its obligations hereunder;

- (2) Supplier relying on any incomplete or inaccurate data provided by a third party; or
- (3) Supplier complying with any instruction or request by Customer or one of its employees.

14. TERMINATION

- 14.1 If Customer fails to make any payment due hereunder on or before the due date, Supplier may suspend, delay fulfillment of or terminate any open Orders and reject future Orders in addition to any other remedies under these Terms or at law.
- 14.2 If Customer becomes Insolvent, Supplier may terminate any open Orders and reject future Orders.
- 14.3 Supplier may terminate an open Order immediately by giving written notice to Customer if: (i) Supplier has reasonable cause to believe that the continued performance of the Order is or would be in breach of any Applicable Law relating to sanctions or exports imposed or re-imposed by a relevant body; or (ii) Supplier has reasonable cause to believe that Customer has breached or is likely to breach Section 4.4.
- 14.4 Sections 1, 4.4, 4.5, 6, 7, 8, 9, 11, 12, 14.4, 16, 17.1, 18.1, 19.1, 20, 21, 22 and 23 of these Terms as well as any definitions will continue in force and survive all Orders, whether fulfilled, terminated, repudiated or otherwise.

15. FORCE MAJEURE

- 15.1 Supplier will not be in breach of these Terms or any Order or Order Acknowledgement or otherwise incur any Liability to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. “Force Majeure Event” means: (a) an act of God; (b) war, insurrection, riot, civil commotion, act or threat of terrorism; (c) lightning, earthquake, fire, flood, storm, or extreme weather condition; (d) theft, malicious damage; (e) strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person); (f) breakdown or failure of plant or machinery; (g) inability to obtain essential supplies or materials; (h) change in Applicable Law; (i) any failure or default of a supplier or subcontractor of Supplier; or (j) any event or circumstance to the extent it is beyond the reasonable control of Supplier.
- 15.2 If a Force Majeure Event occurs that impacts any open Orders, Supplier will as soon as reasonably practicable after becoming aware of the Force Majeure Event give written notice to Customer that the Force Majeure Event has occurred. If a Force Majeure Event continues for a period of more than 60 days, either party will be entitled to terminate any open Order impacted by the Force Majeure Event immediately by giving written notice to that effect to the other party.
- 15.3 Customer’s payment obligations hereunder continue to apply notwithstanding a Force Majeure Event affecting Supplier.

16. CONFIDENTIALITY

- 16.1 Customer agrees that the amount of Supplier’s Prices and Charges invoiced to Customer are confidential information of Supplier and Customer may not disclose the same except to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising Customer’s rights or carrying out its obligations under or in connection with these Terms

or as may be required by Applicable Law, a court of competent jurisdiction or any governmental authority.

- 16.2 This confidentiality and non-disclosure obligation will survive for five (5) years following the last Order of Customer fulfilled by Supplier.

17. DATA PROTECTION

- 17.1 Each party will comply with the laws regarding privacy and data security that apply to personal information processed by the party. In the event that either party’s legal compliance with the same requires it to enter into a data processing agreement (“DPA”) with the other party, the parties will reasonably cooperate to give effect to a DPA.

18. ANTI-SLAVERY

- 18.1 Both parties will comply with all applicable Anti-Slavery Laws, which means any and all laws including statutes, statutory instruments, by-laws, orders, regulations, directives, treaties, decrees, decisions (including any judgment, order or decision of any court, regulator or tribunal) anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labor and/or anti-human trafficking.

19. ANTI-CORRUPTION

- 19.1 Each party will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to the local and national laws in the territories in which it operates; the UK Bribery Act 2010; the US Foreign Corrupt Practices Act 1977; and the UN Convention Against Corruption.
- 19.2 Each party will also comply with any applicable code of conduct it maintains for itself and its affiliates.

20. ASSIGNMENT AND SUB-CONTRACTING

- 20.1 Supplier will be entitled to assign, transfer, charge, subcontract, delegate or hold on trust for any person and deal in any other manner with any of its rights under an Order, provided that notwithstanding the foregoing Supplier remains responsible for fulfillment of an accepted Order subject to these Terms.
- 20.2 Customer will not be entitled to assign, transfer, charge, subcontract, delegate or hold on trust for any person or deal in any other manner any of its rights under an Order without Supplier’s prior written consent in each instance.

21. NOTICES

- 21.1 Any notice given under or in connection with these Terms or an Order or Order Acknowledgement will be in writing, in the English language and effective upon receipt when sent by nationally or internationally recognized courier service with delivery confirmation, pre-paid first class mail, or email (for purposes of email, email will be deemed received when sent during business hours (9 am – 5 pm recipient’s local time) on a Business Day. Notices will be addressed to the recipient using such contact information as set forth in the Order and/or Order Acknowledgement.

22. GENERAL

- 22.1 These Terms with the Order and Order Acknowledgement constitute the entire agreement between the parties regarding that Order and supersedes any prior agreement or arrangement in respect of its subject matter. Each accepted Order includes and is subject to these Terms and comprises its own separate contract of which these Terms are an integral part and without which Supplier would not be willing to accept or fulfill the Order.

22.2 Customer has not submitted any Order in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by Supplier or any other person and whether made to the first party or any other person) which is not expressly set out in the Order, the Order Acknowledgement, or these Terms. The only remedies available for any misrepresentation or breach of any representation or statement which was made prior to tendering an Order and which is expressly set out in the Order, Order Acknowledgement or these Terms will be for breach of contract.

22.3 A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

22.4 If any portion of these Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these Terms and will not affect the remainder of these Terms, which will continue in full force and effect.

22.5 No amendment, modification, or variation to these Terms will be effective unless it is in writing and signed by a duly authorized representative on behalf of Supplier or the Order Acknowledgement expressly and conspicuously amends and supersedes a specified provision of these Terms.

22.6 Neither these Terms nor the exchange of Orders and Order Acknowledgements in connection with these Terms create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

22.7 Each party agrees that it is an independent contractor and proceeds under these Terms as principal for itself and not as agent for or for the benefit of any other person. Except for Supplier's affiliates, there are no third party beneficiaries to any Order under these Terms or with a right to enforce these Terms.

22.8 Supplier's rights and remedies set out in these Terms are in addition to and not exclusive of any rights and remedies provided by law.

23. GOVERNING LAW AND JURISDICTION

23.1 These Terms and sales of Goods under these Terms are governed by the laws of the State of Delaware, USA, without regard to its conflicts of laws principles. The United Nations Convention for the International Sale of Goods does not apply.

23.2 Any dispute in connection with these Terms, an Order, Order Acknowledgement, or the Goods shall be resolved exclusively in the federal or state courts in Wilmington, Delaware, USA. Each party waives any objection to, or claim of an inconvenient forum in, and agrees to submit to, the exclusive jurisdiction of such courts.

[End of Terms]