

Vehicle Service Group UK Ltd • GENERAL SALES CONDITIONS

Definitions:

Unless otherwise defined hereunder, the following terms shall have the meaning ascribed to them below:

“**Buyer**”: shall mean the buyer of the Products pursuant to the Contract which is a trader.

“**Contract**”: shall mean the contract of sale of the Products governed by and subject to the present General Sales Conditions jointly with the Special Sales Conditions.

“**General Sales Conditions**”: shall mean the general sales conditions set forth hereunder as amended from time to time.

“**Order Confirmation**”: shall mean the order confirmation to be submitted by the Seller to the Buyer in written form.

“**Party / Parties**”: shall mean the Seller, the Buyer and/or both of them.

“**Products**”: shall mean the products manufactured, assembled, delivered, installed and/or sold by the Seller to the Buyer as set out in the Order.

“**Seller**”: shall mean Vehicle Service Group UK Ltd, a limited liability company incorporated under the laws of England and Wales, with registered office at 3 Fourth Avenue Bluebridge Industrial Estate Halstead Essex CO9 2SY, UK under registration number 03854256.

“**Special Sales Conditions**”: shall mean the special sales conditions attached to each Order Confirmation.

“**Use and Maintenance Manual**”: shall mean all the manuals for the installation, use and maintenance of the Products.

Art. 1 Recitals

1.1. The present General Sales Conditions shall apply jointly with the Special Sales Conditions related to any order (hereinafter referred to as “**Order**”), and are applicable to any kind of sales, including sales by individual and separate units and continuative sales made by the Seller to the Buyer regarding the Products. The General Sales Conditions shall be deemed as incorporated into the order, quotation, invoice or other document to which they are attached or referenced and shall form an integral and substantial part of the Contract, regardless of whether they are expressly referenced in the order, quotation, invoice or other document.

1.2. Any Order placed by the Buyer implies the acceptance by the Buyer of these General Sales Conditions. Any other kind of terms or conditions provided by the Buyer shall not be applicable to the commercial relationship with the Seller, not even partially, unless such general conditions have been accepted by the Seller in writing. The Seller objects to and rejects any provision additional to or different from the General Sales Conditions that may appear in the Buyer’s purchase order, acknowledgement, confirmation, writing, or in any other prior or later communication from the Buyer to the Seller, unless such provision is expressly agreed to by the Seller in writing. Seller’s failure to object to any of such terms and conditions or any communication of any kind from Buyer shall not be deemed a waiver of the General Sales Conditions or as an acceptance by the Seller of any deviation from the General Sales Conditions.

1.3. Written form within the meaning of these General Sales Conditions includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and verification requirements (e.g. in case of doubts about the legitimacy of the declarant) shall remain unaffected.

1.4. No waiver made by any Party to enforce a right to which it is entitled under the General Sales Conditions shall constitute a definitive waiver to such right, but rather a waiver limited to the circumstance in which it has occurred. No delay or omission by any Party to exercise any right or remedy hereunder shall impair that right or remedy, or operate as, or be taken to be, a waiver of it, nor shall any single partial or defective exercise by the Parties of any such right or remedy preclude any other or further exercise under the General Sales Conditions or that of any other right under applicable law.

1.5. The present General Sales Conditions and the Special Sales Conditions represent the agreement between the Parties and supersede all prior agreements, understandings, negotiations and discussions between the Parties, whether oral or written. Notwithstanding the foregoing, if Parties have entered into a specific, valid and enforceable supply agreement governing the sale of the Products, the supply agreement will prevail in the event of a conflict between the terms of the supply agreement and the present General Sales Conditions. No amendment to the General Sales Conditions shall be binding unless agreed in writing between an authorized representatives of the Buyer and the Seller.

1.5. In the event that a provision of these General Sales Conditions becomes unlawful, null and void or without effect, such clause shall be considered ineffective within the limits of such unlawfulness, nullity or inefficacy and shall not prejudice, within the limits allowed by the law, the efficacy of the other provisions of the General Sales Conditions.

Art. 2 Confidentiality

2.1. The Seller (for the purpose of this Section hereinafter referred to as the “**Disclosing Party**”) may provide the Buyer (for the purpose of this Section hereinafter referred to as the “**Receiving Party**”) with certain confidential and proprietary information (for the purpose of this Section hereinafter referred to as “**Confidential Information**”). The Receiving Party shall maintain the strictest confidentiality of all information received from the Disclosing Party in connection with the cooperation agreed upon in the Contract and shall use Confidential Information solely in order to Perform this Contract. The Receiving Party may only disclose the Disclosing Party’s Confidential Information to the Receiving Party’s officers, directors, key employees, and financial and legal advisors who have the need to know such Confidential Information in order for the Receiving Party to perform its obligations under the Contract. This information includes in particular all knowledge regarding the development, production, basics or function of the Products of the Seller, even if such information has not been expressly designated as secret or confidential. All information about business partners and existing business relations of the Seller are also subject to secrecy, insofar as this information is disclosed within the scope of the contract to be concluded between the contracting parties. This applies for the duration of the Contract and a period of three (3) years after the end of the Contract. Upon Disclosing Party’s request or termination of the Contract, the Receiving Party shall promptly return all Confidential Information received from the Disclosing Party.

2.2. For the purpose of this Section, Confidential Information does not include any information that (i) is publicly known at the time of its disclosure, (ii) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party, (iii) is published or otherwise made known to the public by the Disclosing Party, or (iv) was generated independently by the Receiving Party before disclosure by the Disclosing Party.

Art. 3 Products characteristics – Use and Maintenance Manual – Technical modifications - Intellectual and industrial property rights

3.1. Any information concerning weight, size, load bearing capacity, tolerances prices and productivity, or any other data regarding the characteristics and/or technical specifications of the Products listed in the technical form, drawings, illustrations, sales literature, leaflets, lists, catalogues and prospects are

approximate and shall be considered as binding only to the extent agreed between the Parties and expressly specified in the Special Sales Conditions.

3.2 The Seller shall have the right to make modifications or variations (“**Changes**”) to the Products, including using substitute components for the Products, provided such Changes do not materially affect the ordered Product in terms of intended purpose where (i) such Changes are required to conform to any applicable law or regulatory requirements, or (ii) such Changes represent industry practice or technical improvements.

3.3. The Seller shall supply the Products together with the related Use and Maintenance Manual. The Seller shall retain all intellectual property rights, title and interest relating to the Products, drawings and technical information, and all legally protectable elements or derivative works thereof. The Seller shall own and may freely use any feedback or suggestions regarding the Products provided by the Buyer without attribution or the need for the Seller to pay the Buyer any royalties or other fees of any kind.

3.4. It is strictly forbidden for the Buyer to disclose, reproduce deliver or communicate to any third parties, in any way, data or information that may allow or facilitate the reproduction or the duplication of the Products both by the Buyer and any third party. The Buyer shall not, directly or indirectly, (i) license, sell, lease or otherwise transfer intellectual property rights of the Products to any third party, (ii) alter or permit a third party representative to alter any part of the Products; or (iii) build a competitive product, to build a product using similar ideas, features, functions or graphics of the Products, or to copy any ideas, features, functions or graphics of the Products.

3.5. All specifications, drawings, designs, documentation, technical schemes, manuals as well as all catalogues, brochures, pricing, business operations, logos, trademarks, (both registered or not), symbols, the name and any other distinctive sign referable to and used by the Seller with regard to the Products – either currently used or developed in the future – shall be deemed as Confidential Information and exclusive property of the Seller, also in its intellectual and industrial property rights pursuant to applicable laws.

3.6 To the extent that the Products are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, and losses (including any direct, indirect or consequential losses, loss of profit, loss or reputation and all interest, penalties and legal and other professional costs and expenses) the Seller suffers or incurs in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the specification. This Condition 3.6 shall survive termination of the Contract.

Art. 4 Terms of Orders and Delivery

4.1 Unless otherwise agreed in writing by the Seller, all quotations for Products or services may be withdrawn or varied at any time for any reason. No Order by the Buyer shall be binding upon the Seller until received in writing and accepted by an authorized representative of the Seller in the Order Confirmation, at which point the Contract shall come into existence. The Seller can accept Orders within fourteen (14) days after receipt. Once accepted by the Seller, Orders are non-cancellable except by the other Party’s written consent and subject to any charges incurred. Any amendment in the Order made by the Buyer shall be binding on the Seller only if confirmed in writing by an authorized representative of the Seller and additional costs, if any, for such amendment shall be borne by the Buyer.

4.2. Unless otherwise agreed between the Parties, the terms of delivery, transport, packaging and payment of the Products shall be indicated in the Special Sales Conditions included in the Order Confirmation sent by the Seller to the Buyer.

4.3. The delivery schedule shall be considered an estimate, unless otherwise agreed by the Parties. Nonetheless, should the Seller foresee any difficulty in delivering the Products, it shall without undue delay

inform the Buyer of the delay in writing, indicating, if possible, the new estimated date of delivery. The Seller reserves the right to make partial delivery of the Order, provided that the Buyer is notified in advance of this partial delivery and the Buyer does not incur any substantial efforts or costs as a result of the partial delivery unless the Seller has agreed to bear such costs. The Seller will attempt to comply with reasonable requests by the Buyer for the postponement of delivery, but shall be under no obligation to do so. Where delivery is postponed at the Buyer's request, Buyer shall pay the expenses associated with the delay, including a reasonable charge for storage which shall not be lower than 0.5% of the invoice of the delayed Products for each commenced month of storage notwithstanding the right to demonstrate the actual costs and expenses incurred.

4.4. The Buyer acknowledges that the delivery of Products may be subject to, and contingent upon, delay directly or indirectly caused by, or in any manner arising from, fires, floods, accidents, weather related events, disease, riots, acts of God, war, government interference, embargoes, priorities, regulations, strikes, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays, compliance with any law, statute, ordinance, regulation, policy, order or request of any central, regional, provincial or local government unit, or any officer, department, agency, or committee thereof, or any other cause (whether or not similar in nature to any of these hereinbefore specified) beyond the Seller's control and responsibility ("**Force Majeure**"). In any event of Force Majeure falling beyond the Seller's control or responsibility, the Parties agree that the delivery date(s) may be postponed accordingly by the Seller without prejudice to any right provided to the Seller under applicable laws. In the event that the Force Majeure event lasts more than six (6) months, the Seller shall be entitled to cancel the Order(s) and/or delivery of the Products by written notice with immediate effect to the Buyer. In the event of delays caused by circumstances or event not qualified as Force Majeure, the Buyer shall be entitled to demand partial deliveries, to the extent this is possible and not excessively burdensome for the Seller. The Buyer may withdraw from the Contract in writing without undue delay if it cannot be reasonably expected to accept the delay.

4.5. Unless expressly agreed otherwise, all shipments are ExWorks ("**EXW**", Incoterms 2020) Seller's factory. Risk of loss of the Products will pass to the Buyer when the Products are handed over to the Buyer's designated carrier at the Seller's factory. If the delivery of Products or handing over is delayed as a result of circumstances for which the Buyer is responsible, the risk passes to the Buyer commencing as of the date on which the Seller is ready to ship and has notified the Buyer.

The Buyer shall be responsible for all shipping charges, including but not limited to packing, shipping, transportation, duties and insurance costs. If at the Buyer's request, the Seller prepays insurance or other related costs, the Buyer agrees to reimburse the Seller promptly for all such costs incurred by the Seller. The Buyer shall provide at its own expense adequate manual labour for loading the Products at collection.

Art. 5 Warranty for Defects

5.1 Warranty claims shall be time-barred after twelve (12) months of the passage of risk of loss or, if applicable, acceptance of the Products. This limitation shall not apply to claims arising from intentional misconduct or gross negligence, for guaranteed specifications, for death or personal injury, breach of the terms implied by section 12 of the Sale of Goods Act 1979, defective products under the Consumer Protection Act 1987, normal wear and tear, abnormal working conditions, failure to follow the Seller's instructions, or to the extent that the Seller has fraudulently failed to disclose a defect or for recourse claims against suppliers within a supply chain if the end customer is a private consumer. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.2 If the Products constitute construction work or an item which has been used for construction in accordance with its customary use and has caused the defect (building materials), claims shall be time-barred after five (5) years.

5.3 The Products shall be inspected carefully immediately after delivery to the Buyer or to the third party designated by the Buyer. With regard to obvious defects or other defects that would have been recognizable in the course of an immediate, careful inspection, the Products shall be deemed to have been approved by the Buyer if the Seller does not receive a written notice of defect within seven (7) working days after delivery. With regard to other defects, the Products shall be deemed to have been approved by the Buyer if the notice of defect is not received by the Seller within seven (7) working days after the defect became apparent; if the defect was already apparent at an earlier point in time during normal use, however, this earlier date shall be decisive for the commencement of the period for giving notice of defect. In the case of deemed acceptance, the Buyer's warranty rights for defects not notified, not notified in time, or not properly notified to the Seller shall lapse in accordance with the statutory provisions. At the Seller's request, Products which are the subject of a complaint shall be returned to the Seller at the Buyer's expense. In the event of a justified complaint, the Seller shall reimburse the costs of the cost efficient means of shipment; this shall not apply insofar as the costs increased because the Products were located at a place other than the place of intended use.

5.4 In the event of material defects of the Products, the Seller shall first be obligated and entitled to rectify the defect or to replace the Products (or the part in question) at its discretion within a reasonable period of time. In the event of impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement, the Buyer may withdraw from the contract or reasonably reduce the purchase price, but the Seller shall have no further liability to the Buyer.

5.5 The warranty shall be void if the Buyer modifies the Products or has them modified by third parties without the consent of the Seller and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the Buyer shall bear the additional costs of rectification of defects arising from the modification.

5.6 In the case of defects in components from third party manufacturers which the Seller cannot correct due to reasons under the law of licenses or due to factual reasons, the Seller, at its discretion and to the extent possible, will assign its warranty claims against the third party manufacturers and/or suppliers for the account of the Buyer or assign them to the Buyer. Warranty claims for such defects against the Seller exist only to the extent that the claims against the manufacturer and/or supplier before the courts were unsuccessful or without any chance of success, for example, due to insolvency. During the course of the litigation, the limitation period for the relevant warranty claims of the Buyer against the Seller is suspended.

5.7 Any delivery of used items agreed with the Buyer in individual cases shall be made to the exclusion of any warranty for defective quality of the item.

5.8 The Seller shall be entitled to make the repair or replacement conditional upon the Buyer paying the due purchase price.

5.9 The statutory provisions on the sale of consumer goods and the rights of the Buyer from separately issued guarantees, in particular on the part of the manufacturer, remain unaffected.

5.10 Within the limits of this Section and Section 6, any existing or potential right of recourse of Buyer is waived if the end customer within the supply chain is not a private consumer.

Art. 6. Limitation of liability

6.1 To the extent not provided otherwise under these General Terms and Conditions, including this Section 6, the Seller is liable under applicable statutory provisions for breaching contractual duties or duties owed outside of the contract.

6.2 The Seller is not liable in the case of simple negligence of its corporate bodies, statutory representatives, employees or other agents for purposes of performance unless a breach of fundamental contract obligations is involved.

6.3 The liability under this section 6 shall be limited to the typically foreseeable damage. Indirect damages and consequential damages resulting from defects in the Products are only subject to compensation to the extent that such damages are typically to be expected in the case of using the Products for their intended purpose.

6.4 In case of simple negligence, the Seller's liability for property damage and resulting further damages resulting therefrom shall be limited to an amount of £ 1 million per damage event, even if this constitutes a breach of fundamental contract obligations.

6.5 The above exclusions and limits on liability apply in the same scope for the benefit of the corporate bodies, statutory representatives, employees and other agents of the Seller for the purpose of performance.

6.6 To the extent that the Seller provides technical information or is active in an advising capacity and the information or advice is not part of the scope of the contractually agreed performance owed by the Seller, such activities occur free of charge and subject to exclusion of all liability.

6.7 The liability limits in this Section do not apply to the liability of the Seller due to intentional misconduct, for guaranteed features, for death or personal injury, for mandatory terms under the Sale of Goods Act 1979 and the Consumer Protection Act 1987, or to the extent that the Seller has fraudulently failed to disclose a defect.

6.8 The Buyer can only withdraw from the contract or give notice of termination based on a breach of contract which does not consist of a defect if Seller is responsible for the breach of contract. An unconditional right of the Buyer to terminate is excluded.

Art. 7. Prices – Payment conditions

7.1. The prices of the Products are those indicated in the Order and confirmed by the Seller in the Order Confirmation. To the extent that the agreed prices in the Order are based on the Seller's quotation or price list, such quotation or price list (incl. any discounts) will expire thirty (30) calendar days from the date such pricing or terms were originally proposed by the Seller unless otherwise specifically agreed. Unless otherwise set forth in the Special Sales Conditions or agreed between the Parties, the prices of the Products exclude all packing/shipping costs, taxes, duties, levies, fees and other charges, which are the responsibility of the Buyer. The Seller does not accept the return of any packaging.

7.2. If not otherwise agreed to between the parties, the payment shall be made in British pound. Payment may be made by international bank transfer to the account provided by the Seller from time to time.

7.3. The Seller is entitled to demand advance payment or other means of financial security for outstanding Orders or performance if, after conclusion of the contract, the Seller becomes aware of circumstances which may materially reduce the credit worthiness of the Buyer and which endanger the payment of claims arising from the contractual relationship.

7.4. The obligation to pay the price cannot be suspended, postponed by the Buyer. The Buyer shall be entitled to offset or retain payments only insofar as the Buyer's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement.

7.5. Unless otherwise agreed in writing by the Seller, full payment of the price is due on receipt of the invoice. If the Buyer does not pay when due, the outstanding amounts bear interest at the rate of four per cent (4%) per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or

after judgement; the assertion of higher interest and further damages in the case of default remains unaffected.

Art. 8 Retention of Title

8.1 The title to the Products remain vested in the Seller until full payment of all present and future claims arising from the Contract and an ongoing business relationship (“**Secured Claims**”). Until full payment, the Buyer shall: (i) keep and store the Products in such a manner as to enable them to be easily and clearly identified as the property of the Seller; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and (iii) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

8.2 Products subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the Secured Claims. The Buyer shall immediately notify Seller in writing if an application for the opening of insolvency proceedings is filed or if third parties seize the Products.

8.3 In the event breach of Contract by the Buyer, in particular in the event of non-payment of the purchase price, Seller shall be entitled to withdraw from the Contract in accordance with the statutory provisions or/and to demand handover of the goods on the basis of the retention of title. The demand for handover does not include the declaration of withdrawal; rather, Seller is entitled to demand only the handover of the Products and to reserve the right of withdrawal. If the Buyer’s payments are delayed, Seller may only assert these rights if Seller has previously declared a reasonable deadline for payment which has elapsed or if setting such a deadline is not required under applicable law.

8.4 Until revoked in accordance with (c) below, the Buyer shall be entitled to resell and/or process the Products subject to retention of title in the ordinary course of business. In this case, the following provisions shall additionally apply:

(a) The retention of title shall extend to the products resulting from the processing, mixing or combination of the Products. The Seller shall be deemed to be the manufacturer of the resulting products. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. The same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The Buyer hereby assigns to Seller by way of security any claims against third parties arising from the resale of the Products or the resulting products in total or in the amount of Seller’s co-ownership share, if any, pursuant to the preceding provisions. We hereby accept this assignment.

(c) The Buyer shall remain authorized to collect the claims under (b) (alongside Seller). Seller undertakes not to collect these claims as long as the Buyer meets his payment obligations towards Seller, there is no deficiency in Buyer’s performance, and Seller does not assert the retention of title by exercising a right pursuant to (3) above. If this is the case, however, Seller may demand that the Buyer informs Seller of the assigned claims and the respective debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors of the assignment. Furthermore, Seller shall be entitled to revoke the Buyer's authorization to further sell and process the goods subject to retention of title in this case.

(d) If the value of the securities that can be obtained exceeds Seller’s claims by more than 10%, Seller shall release securities of Seller’s choice at the Buyer's request.

8.5 In the event and only to the extent to which the aforementioned retention of title is invalid in accordance with mandatory provisions of the laws where the Products are located, any other security which is recognised by such laws and which gives the Seller an equivalent safeguard, shall be deemed agreed between the Seller and the Buyer. The Seller shall be entitled to carry out all applications and registrations as it deems necessary for securing its title and security and the Buyer shall assist thereto upon request.

8.6 The Buyer shall inform the Seller of all requirements and procedures provided for by the laws in force in Buyer's country which should allow the Seller to effectively enforce its retention of title on the Products supplied.

Art. 9 Compliance with Laws

9.1. The Seller and the Buyer, including their affiliates and subsidiaries, are committed to conducting operations ethically and in compliance with all laws applicable to such commerce. This includes, without limitation, compliance with laws prohibiting commercial bribery, payments to government officials, money laundering, and other similar anti-corruption laws, and compliance with laws governing import and export restrictions, customs, duties, and taxes (collectively, the "**Applicable Laws**"). In addition, the Buyer acknowledges that the Seller has certain policies in place which may restrict activities of the Buyer with respect to the Seller's products and services (the "**Applicable Policies**"). The Buyer agrees to comply with such Applicable Laws and Applicable Policies.

9.2. The Buyer specifically acknowledges that the Seller is a part of a global enterprise and subject to the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010, US Export Administration Regulations, the US International Traffic in Arms Regulations, provisions of the Chemical Weapons Convention, US sanctions and embargos, and export control laws and regulations of other countries, including OECD restrictions and regulations, and the Buyer shall not take any action which shall directly or indirectly cause a violation of those Applicable Laws with respect to the Seller's products, technologies, or services. Even where transactions may be permitted by Applicable Laws, the Seller's Applicable Policies prohibit sales of Products to certain countries, transshipment sales to certain countries, and facilitation payments, and the Buyer will take no actions which do not comply with Applicable Policies.

9.3. The Buyer understands that the Buyer and any representative, agent, dealer, or third party (collectively the "**Business Partner**") working on behalf of the Buyer or any of its respective majority owned or controlled subsidiaries, joint ventures, and affiliates throughout the world must comply with Applicable Laws and Applicable Policies and therefore will not directly or indirectly offer, pay, or promise to pay, or give anything of value to anyone, including any foreign official, in order to obtain or retain business or to secure any form of improper business advantage related to its work with the Seller. A foreign official is (i) any official, agent, or employee of any government or governmental agency; (ii) any political party or officer, employee, or agent thereof; or (iii) any holder of public office or candidate for political office.

9.4. The Buyer specifically represents that (i) the Buyer will not employ or engage any Business Partner in connection with work for the Seller without conducting documented due diligence on the person, including diligence about their reputation and integrity; (ii) The Buyer will communicate the Seller's Applicable Policies to all Business Partners acting on the Buyer's behalf in connection with work for the Seller; and (iii) the Buyer will not employ any Business Partner in connection with work for the Seller if the Business Partner does not agree to comply with Applicable Laws and Applicable Policies.

9.5. The Buyer shall have an affirmative obligation to promptly advise the Seller if any government entity, agency, or authority acquires or has, in any manner, an ownership interest in the Buyer or if any officer, director, or employee of the Buyer shall become a government employee or an employee of any governmental entity, agency, or authority.

9.6. The Buyer represents and warrants that any information provided by Partner to the Seller in connection with the Seller's due diligence is complete, truthful, and accurate and the Buyer agrees to inform the Seller within five (5) working days if any information provided in connection with the Seller's due diligence changes during the performance of the Contract.

9.7. The Buyer shall (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred under this Contract; (ii) maintain true, accurate, and complete invoices, reports, statements, books, and other records related to work performed and any expenses incurred under this Contract; and (iii) retain such records for a period of five (5) years following the termination of

the Contract. The Seller shall have the right, on reasonable notice, to examine such records to verify compliance with this Section.

9.8. The Seller may terminate any agreement with the Buyer without any further obligation if the Buyer, its agents, dealers, or appointed representatives take any action which violates these provisions or any Applicable Laws or Applicable Policies. The Buyer agrees that it shall, upon request from the Seller, certify its compliance with Applicable Laws and Applicable Policies. The Buyer agrees that should it learn or have reason to know of any payment that may violate the Applicable Laws or Applicable Policies, it shall immediately disclose it to the Seller.

9.9. The Buyer shall reasonably cooperate with the Seller in regard to any matter, dispute, or controversy related to its work with the Seller generally and compliance with Applicable Laws or Applicable Policies specifically in which the Seller may become involved and of which the Buyer may have knowledge. Such obligation shall continue after the expiration or termination of the Contract to the extent permissible under applicable law.

Art. 10 Assembly – Installation - Authorizations

10.1. Unless otherwise agreed between the Parties, the assembly and installation of the Products, shall be made at Buyer's charge, costs and by Buyer under its responsibility.

10.2. The Buyer undertakes to assume any liability which may arise *vis-à-vis* any competent authority in relation to any authorization required for the assembly, installation and use of the Products. In any case the Buyer shall indemnify and keep the Seller harmless against all duties and liabilities arising therefrom.

Art. 11 Resale to end-customers

Insofar as the Buyer acts as a distributor, it shall:

- (a) not represent itself as an agent of the Seller for any purpose;
- (b) not pledge the Seller's credit;
- (c) not give any condition or warranty on the Seller's behalf other than the warranty; or
- (d) not make any representation on the Seller's behalf;
- (e) not commit the Seller to any contracts.
- (f) comply with all applicable laws and regulations, including anti-corruption and bribery laws and competition laws (and the Seller's associated policies);
- (h) not do, or allow to be done, anything which would harm, or be likely to harm, the reputation of the Seller (or any member of its corporate group), the intellectual property owned or used by the Seller (or any member of its corporate group), or the Products;
- (i) use the Seller's intellectual property only as expressly permitted by the Seller;
- (j) inform the Seller immediately of any faults in, or complaints relating to, the Products it becomes aware of; and
- (k) not sell the Products at a price exceeding the maximum resale price from time to time specified by the Seller in writing.

Art. 12 Import and Export Compliance

11.2. The Buyer shall comply with all applicable laws, rules and regulations related to United Kingdom (“UK”), European Union (“EU”), and U.S. imports and exports and the execution of the Contract by the Buyer implies its warranty that it will not export, sell, or transfer the Products in violation of any applicable regulations, including but not limited to, if applicable: (a) the UK Export Control Act 2002 and Export Control Order 2008; (b) EU Regulation 428/2009 or successor regulations concerning controlled items export; (c) the U.S. Export Administration Regulations; and (d) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury.

11.3 The Buyer shall be responsible for obtaining all licenses and permits to satisfy all formalities as may be required to import the Products in accordance with the prevailing law or regulations and so import the Products according to all Applicable Laws.

11.4 The Buyer understands and agrees that the Buyer will determine any export and re-export license requirements to export the Products from the UK and, as applicable, to transfer or re-export the Products outside the UK, obtain any export or re-export license or other official authorization, including but not limited to UK, EU, and U.S. governmental licenses and authorizations, and carry out any customs formalities for the export or re-export of the Products.

11.5 It is the Buyer’s sole responsibility to determine the ultimate end-use, end-user, and end-user’s location of the Products and to provide such information to the Seller as may be requested from time to time on Orders or requests for quote. The Seller requires this information to verify its compliance with Applicable Laws and with risk country sales and shipments.

11.6 The Buyer shall not sell or ship to customers identified on any of the UK, EU’s and/or U.S. Government’s list of prohibited governments, entities, organizations, or individuals which currently may be found at:

<https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets>

and

<https://beta.bis.gov/>

and

<https://www.trade.gov/consolidated-screening-list>

and

<https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>

11.7 Products purchased from the Seller will not be used, directly or indirectly, in nuclear explosive activities in unsafeguarded nuclear activities; or in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, or missiles, except US government owned, operated or authorized facilities. The Buyer is required to notify the Seller of such intent.

11.8 Since the Seller is prohibited from participating in or supporting international boycotts of certain foreign countries, if such boycotts are not sanctioned by the applicable government laws or regulations, no action shall be taken or information provided in connection with the sale or export of Products in support of any such prohibited boycotts.

Art. 13 Applicable law – Jurisdiction

13.1. The General Sales Conditions and each sale shall be governed by the law of England and Wales, excluding all international and supranational (treaty) systems of law, especially the UN law on the sale of

goods. The Contract shall be written in English and any communications between the Parties relating to the Contract shall be conducted in English.

13.2. Any dispute relating to the Contract or in any case connected thereto, including disputes relating to its interpretation, validity, execution and termination, shall be deferred to the exclusive place of jurisdiction of Seller's registered office at 3 Fourth Avenue, Bluebridge Industrial Estate Halstead, Essex CO9 2SY, UK 78199, UK. As a partial derogation from the above, the Seller shall be entitled to bring its action before the competent Court of the place where the Buyer has its registered office. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.

Art. 14 Personal Data Protection

This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation, including, the UK Data Protection Act 2018 and the EU Regulation No. 679/2016 or "GDPR", as applicable.

In particular, all the data shall be lawfully, correctly and transparently processed, towards the Buyer, in compliance with the general principles under Data Protection Legislation and specific security measures shall be obeyed to prevent the data loss, illegal or not correct usages and unauthorized access. The Seller informs the Buyer to be the data Controller and that the Buyer's personal data shall be collected and processed only for the performance of this agreement and for the time necessary to fulfill the purposes they have been collected for and in accordance with Seller's applicable retention policy/procedure. In particular, these data shall be processed to fulfill with our pre-contractual and contractual obligations, to comply with legal requirements (including tax, law and/or regulatory obligations resulting from any regulation or an authority order) or for the purposes of our legitimate interest (such as improve the quality and the functioning of our business; establish, exercise or defend our rights etc.). The lack of the abovementioned data provision makes the establishment of the relationship with the data Controller impossible. Such data may be transferred outside the European Economic Area (EEA); in such event, we will implement appropriate or suitable safeguards (such as EU Commission approved Standard Contractual Clauses or the UK's model clauses) to protect that personal data.

The personal data processing is realized throughout the ways provided under Art. 4(2) GDPR and specifically the collection, registration, organization, storage, consultation, processing, modification, selection, extraction, comparison, use, inter-connection, block, communication, cancellation and wiping. This processing is realized on paper and/or electronic support by authorized persons pursuant to Art. 29 GDPR (also external persons or entities operating as independent Data Processor and Data Controller including by way of example consultants, banks, etc.). The Buyer has the right to ask to the Seller, where appropriate, access to its personal data, update, correction, integration, cancellation, restriction of the processing and data portability, lodge a complaint to the Data Protection Authority or Information Commissioner's Office (ICO) and - where we rely on our legitimate interest to process your personal data - the right to object to the processing of your personal data, as specified and subject to certain limitations and exceptions under applicable law.

Art. 15 General

15.1 The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the contract.

15.2 Unless expressly stated in these General Sales Conditions, nothing in these General Sales Conditions shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

15.3 Nothing in these General Sales Conditions or the contract shall constitute any partnership between the Seller and the Buyer or be deemed to have created any relation of agency between them, and neither party shall have the authority to contract on behalf of or otherwise bind the other in any way.
