

**TENDEKA LIMITED AND ITS AFFILIATES  
PURCHASE ORDER TERMS FOR GOODS AND SERVICES**

These terms and conditions apply to the contract between PURCHASER and SELLER created by the SELLER's ACCEPTANCE of a PURCHASE ORDER (the CONTRACT).

**1. DEFINITIONS**

Capitalised words and expressions have the following meanings when interpreting the CONTRACT:

- 1.1. ACCEPTANCE: (a) the SELLER's written acceptance of a PURCHASE ORDER; or (b) any act by the SELLER consistent with fulfilling the PURCHASE ORDER.
- 1.2. AFFILIATE: (in respect of the PURCHASER) shall mean (a) (i) Tendeka Limited and (ii) any company (other than PURCHASER), which is from time to time directly or indirectly controlled by Tendeka Limited. For this purpose: (1) A company is directly controlled by another company or companies if that latter company owns or those latter companies together own fifty per cent or more of the voting rights attached to the issued share capital of the first mentioned company; and (2) A company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series; and (b) Any company which is managed or operated by a company as defined in (i) or (ii) above and/or has a service agreement with the PURCHASER and or another company as defined under (i) or (ii) above pursuant to which it pays on a cost sharing or recovery basis a proportion of certain of the research and or technology development costs of the PURCHASER or such other company. AFFILIATE (in respect of any company other than the PURCHASER) shall mean any subsidiary or holding company of the company or any other subsidiary of any such holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the same meaning assigned to it under Section 1159 of The Companies Act 2006.
- 1.3. APPLICABLE LAWS: where applicable to a PERSON, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgements and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies, and (e) regulatory approvals, permits, licences, approvals and authorisations.
- 1.4. ANTI-BRIBERY LAWS: all APPLICABLE LAWS that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to any GOVERNMENT OFFICIAL or any other PERSON, including (a) the United States Foreign Corrupt Practices Act of 1977; and (b) the United Kingdom Bribery Act 2010.
- 1.5. CONFIDENTIAL INFORMATION: all technical, commercial, or other information or materials, and all documents and other tangible items that record information, whether on paper, in machine readable form, by sound or video, or otherwise, relating to a PERSON's business, business plans, property, business results or prospects, ways of doing business, the terms and negotiations of the CONTRACT, proprietary software, INTELLECTUAL PROPERTY RIGHTS, and business records.

- 1.6. CONSEQUENTIAL LOSS: (a) indirect or consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect or consequential, and whether or not the losses were foreseeable at the time of entering into the CONTRACT.
- 1.7. CONTRACT: the completed PURCHASE ORDER together with these terms and conditions and the SELLER's ACCEPTANCE.
- 1.89. CONTRACT PRICE: the total amount payable by PURCHASER to SELLER.
- 1.9. GOODS means the materials or equipment and any part or component thereof incorporated or to be incorporated therein, to be purchased as specified in the PURCHASE ORDER.
- 1.10. GOVERNMENT OFFICIAL: (a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.
- 1.11. INDEMNIFY: release, save, indemnify, defend and hold harmless.
- 1.12. INSOLVENCY EVENT: when a PERSON (a) stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation, compromise, deferral, or general assignment of all, or substantially all, of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all, or substantially all, of its debts; (e) takes any step with a view to the administration, winding up or bankruptcy of that PERSON; (f) is subject to an event in which all, or substantially all, of its assets are subject to any steps taken to enforce security over those assets or to levy execution or similar process, including the appointment of a receiver, trustee in bankruptcy, or similar officer; or (g) is subject to any event under the law of any jurisdiction that has an analogous or equivalent effect to any of the events listed in (a) to (f) inclusive.
- 1.13. INSPECTION: inspection by or on behalf of PURCHASER, either by its own personnel or its nominees.
- 1.14. "INSPECTOR" means the inspector appointed by PURCHASER.
- 1.15. INTELLECTUAL PROPERTY RIGHTS: all patents, copyright, database rights, design rights, rights in CONFIDENTIAL INFORMATION, including know-how and trade secrets, inventions, moral rights, trademarks and service marks, and all other intellectual property rights, in each case whether registered or not and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.16. LIABILITIES: liabilities for all claims, losses, damages, costs (including legal fees), and expenses.
- 1.17. LIENS: liens, attachments, charges, claims, or other encumbrances against GOODS or property of the PURCHASER GROUP.
- 1.18. PERSON: (a) a natural person: or (b) a legal person including any individual, partnership, limited partnership, firm, trust,

body corporate, government, governmental body, agency or unincorporated body.

- 1.19 "PURCHASE ORDER" the PURCHASER's order for the supply of GOODS and/or SERVICES issued by the PURCHASER to the SELLER containing details of the SELLER's fixed commercial proposal, referencing all pertinent associated papers and documents, and incorporating these terms and conditions.
- 1.20 PURCHASER: the PERSON identified on the PURCHASE ORDER as the purchaser of the GOODS.
- 1.21 PURCHASER GROUP: (a) the PURCHASER; (b) its AFFILIATES; and (c) its directors, officers and employees (including agency personnel) but shall not include any member of the SELLER GROUP.
- 1.22 PURCHASER MATERIALS: materials, equipment and tools, drawings, specifications and data supplied by the PURCHASER to the SELLER.
- 1.23 SELLER means the PERSON identified on the PURCHASE ORDER as the seller of the GOODS and/or SERVICES.
- 1.24 SELLER GROUP means the SELLER, its SUB SUPPLIERS, its and their respective AFFILIATES and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the PURCHASER GROUP.
- 1.25 SELLER PERSONNEL: any individual provided by SELLER, whether directly or indirectly, and assigned to work in connection with the performance of the CONTRACT whether or not an employee of SELLER GROUP.
- 1.26 SERVICES: services to be supplied by the SELLER under the CONTRACT, including the results of those services.
- 1.27 SUB SUPPLIER means the PERSON (other than PURCHASER) having a contract with SELLER for the supply of the GOODS and/or SERVICES, or a part of the GOODS and/or SERVICES.
- 1.28 TAXES: all taxes, duties, levies, import, export, customs, stamp or excise duties (including clearing and brokerage charges), charges, surcharges, withholdings, deductions or contributions that are imposed or assessed by any competent authority of the country where the GOODS and/or SERVICES are provided or performed or any other country in accordance with APPLICABLE LAWS.
- 1.29 TRADE CONTROL LAWS: all APPLICABLE LAWS concerning the import, export, or re-export of goods, software, or technology, or their direct product, including; (a) applicable customs regulations, Council Regulation (EC) No. 428/2009; (b) any sanction regulations issued by the Council of the European Union; (c) the International Traffic in Arms Regulations ("ITAR"); (d) the Export Administration Regulations ("EAR"); and (e) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control in relation to export control, anti-boycott, and trade sanctions matters.

## 2. APPLICABILITY

- 2.1 The PURCHASE ORDER shall be solely governed by these terms and conditions (GENERAL CONDITIONS) and any other special terms and conditions as specified in the PURCHASE ORDER (SPECIAL CONDITIONS), which are deemed to form an integral part of the PURCHASE ORDER. In the event of any contradictions or conflict between the GENERAL CONDITIONS and the SPECIAL CONDITIONS the order of precedence shall be as follows:
  - (1) SPECIAL CONDITIONS
  - (2) GENERAL CONDITIONS.
- 2.2 Standard terms and conditions of the SELLER or any other terms and conditions specified by the SELLER shall not apply to the PURCHASE ORDER (notwithstanding if the SELLER'S

terms and conditions are provided later than the GENERAL CONDITIONS and any SPECIAL CONDITIONS), unless expressly accepted in writing by PURCHASER. Reference to the SELLER'S documents shall have no bearing on the terms and conditions of the CONTRACT, unless specifically agreed to in writing by PURCHASER. All correspondence and documents shall be in the English language.

- 2.3 The SELLER shall be deemed to have satisfied itself, before entering into its obligations under the CONTRACT, as to the extent and nature of the work and the correctness and accuracy of all documents and technical information provided by the PURCHASER and all other matters which could affect the performance of the CONTRACT.
- 2.4 Time is of the essence for the performance of the CONTRACT.
- 2.5 Any information supplied by the PURCHASER is the property of the PURCHASER and will not be used by the SELLER for any purpose other than performance of the CONTRACT.

## 3. SUPPLY OF GOODS

- 3.1 The SELLER shall deliver the goods on the date stipulated in the PURCHASE ORDER for the delivery of the GOODS. SELLER agrees that it will use diligent efforts to perform in a timely and diligent manner. Without prejudice to the SELLER's obligation to deliver the GOODS on the delivery date specified in the PURCHASE ORDER, the SELLER shall give the PURCHASER or its authorised representative, notice in writing, immediately if any delay is foreseen.
- 3.2 Delivery terms shall be in accordance with the latest edition of "Incoterms" issued by the International Chamber of Commerce in Paris, France. In the event of any conflict with these and any of the terms and conditions of the CONTRACT the latter shall take precedence.
- 3.3 Delivery of the GOODS will only be accepted if accompanied by a copy of the PURCHASE ORDER plus all other deliverables as specified in the PURCHASE ORDER.
- 3.4 Partial item deliveries are not acceptable unless agreed in writing with the PURCHASER and such acceptance by PURCHASER shall not discharge the SELLER's obligation to deliver the GOODS on time.
- 3.5 The SELLER warrants and represents that the GOODS shall be new, of good quality and workmanship, free from errors or defects and shall be fit for the purpose for which the GOODS are generally intended and/or for which the PURCHASER has informed the SELLER, or the SELLER has represented they are intended. The GOODS shall comply in all respects with the specifications given in the PURCHASE ORDER and with any sample provided to the PURCHASER, and if the GOODS are sold by description they shall comply with that description.
- 3.6 If there is any failure to meet the warranty set out at article 3.5, (other than arising from fair wear or tear or disregard of the SELLER's written operating instructions) which a) appears within eighteen (18) months from the date of delivery, or within twelve (12) months after the GOODS have been put into commercial operation following satisfactory completion of the commissioning and testing programme, if any, whichever occurs first, (WARRANTY PERIOD) or b) results from a cause reported to or discussed with the SELLER during the period described in subclause (a) without prejudice to the PURCHASER'S right to reject the GOODS and/or terminate the CONTRACT, the SELLER shall, on written notification from the PURCHASER of any defect that appears during the WARRANTY PERIOD, forthwith repair or rectify any of the GOODS (or any replacement) which are defective to the satisfaction of the PURCHASER at the SELLER's own expense. Such repair or rectification shall include but not be limited to replacement of any part or the

whole of the GOODS at the SELLER'S sole cost or, if agreeable to the PURCHASER an appropriate reduction in the price of the GOODS. The WARRANTY PERIOD shall be extended by any period equal to the period, which the GOODS have been out of operation or putting them into operation has been delayed as a result of a failure to which the warranty applied. In the event that GOODS are so replaced under warranty this article 3.6 will apply to such replaced goods.

- 3.7 The SELLER retains risk of loss of and damage to the GOODS until delivery is complete in accordance with the applicable Incoterm specified in the PURCHASE ORDER, otherwise when PURCHASER takes physical possession of the GOODS.
- 3.8 Title to the GOODS will pass to the PURCHASER at the earlier of (a) risk of loss of and damage to the GOODS passing to the PURCHASER; or (b) as PURCHASER makes payment for the GOODS.
- 3.9 Apart from any additional instructions in the PURCHASE ORDER on packing, marking and shipping, SELLER will ensure the GOODS shall always be packed, marked and shipped in such a way as to prevent damage during transport to their final destination and accurately described, classified, marked and labelled, in accordance with the CONTRACT and APPLICABLE LAWS. The total weight in kilograms (kg), shall be clearly marked on each and every individual packaged material being supplied against the PURCHASE ORDER. The same information shall be indicated in the delivery note against each item. In addition, all packages with a gross weight of one hundred kilograms (100kg) or more shall have the gross weight, dimensions, lifting points and centre of gravity stencilled on the side of the package. The country of origin and manufacturer of the GOODS shall be stated on all delivery documentation.
- 3.10 The SELLER is solely responsible for ensuring that the GOODS comply in all respects with the PURCHASE ORDER and are of good quality and workmanship, and for this purpose the SELLER shall adopt adequate procedures to ensure proper quality assurance. Notwithstanding the SELLER'S sole responsibility, the SELLER shall, if requested, submit its quality control plan, incorporating PURCHASE ORDER quality requirements, to the PURCHASER for review.
- 3.11 The SELLER shall exercise full and adequate control, which includes the inspection and testing of the GOODS during manufacture, construction or assembly.
- 3.12 In addition to the quality control of the SELLER, the PURCHASER may specify in the PURCHASE ORDER, or advise the SELLER subsequently, whether the GOODS are also subject to INSPECTION by an INSPECTOR. The result of such INSPECTION shall not relieve the SELLER of any obligations or liabilities under the PURCHASE ORDER. If, following an INSPECTION, the Purchaser considers that the GOODS do not comply or are unlikely to comply with the SELLER'S undertakings in this article 3, the PURCHASER shall inform the SELLER and the SELLER shall immediately take such remedial action as is necessary to ensure compliance.

#### 4. SUPPLY OF SERVICES

- 4.1 The SELLER warrants that all SERVICES supplied under the CONTRACT will be: (i) performed in accordance with the CONTRACT; (ii) fit for use for any purpose specified in the CONTRACT; and (iii) free from any defect or deficiency.
- 4.2 SELLER'S warranty for SERVICES applies to all defects arising within 12 months of provision of the relevant SERVICES. If the SELLER has supplied SERVICES that do not comply with the requirements of Article 4.1, the PURCHASER shall have one or more of the following rights

and remedies: (a) to terminate the CONTRACT with immediate effect by giving written notice to the PURCHASER; (b) to require the SELLER to reperform the SERVICES, or to provide a full refund of the price paid for the SERVICES; (c) to refuse to accept any subsequent performance of the SERVICES which the SELLER attempts to make.; (d) to recover from the SELLER any expenditure incurred by the PURCHASER in obtaining substitute services from a third party; and (e) to claim damages for any additional costs, loss or expenses incurred by the PURCHASER arising from the SELLER'S failure to comply with Article 4.1

- 4.3 SELLER will supply SERVICES diligently, efficiently, and carefully, in a good and professional manner, and in accordance with best practice in the SELLER'S industry, profession or trade.
- 4.4 SELLER will furnish all skills, labour, supervision, equipment, goods, materials, supplies, transport and storage required for provision of SERVICES.
- 4.5 SELLER will obtain and at all times maintain all licences and consents which may be required for the provision of SERVICES.
- 4.6 SELLER will observe all health and safety rules and regulations and any other security requirements that apply at any of the PURCHASER'S premises.
- 4.7 SELLER will hold all PURCHASER MATERIALS in safe custody at its own risk, maintain the PURCHASER MATERIALS in good condition until returned to the PURCHASER, and not dispose or use the PURCHASER MATERIALS other than in accordance with the PURCHASER'S written instructions or authorisation.
- 4.8 SELLER shall not do or omit to do anything which may cause the PURCHASER to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the SELLER acknowledges that the PURCHASER may rely or act on the SERVICES.
- 4.9 In providing any SERVICES, SELLER will only use SELLER PERSONNEL who are properly permitted, qualified, suitably trained, competent, skilled, and experienced in accordance with best practice in the SELLER'S industry, profession or trade and as required by the CONTRACT.

#### 5. CHARGES AND PAYMENT

- 5.1 PURCHASER agree to pay the CONTRACT PRICE to SELLER at the times, in the manner, and in the currency specified in the PURCHASE ORDER and in this Article. The CONTRACT PRICE is all inclusive except for value added tax or other sales tax.
- 5.2 In respect of GOODS, SELLER shall invoice PURCHASER on or at any time after completion of delivery. In respect of SERVICES, the SELLER shall invoice the PURCHASER on completion of the SERVICES. Invoices will only be accepted if accompanied by a copy of the PURCHASE ORDER and any variations which may have been issued by PURCHASER. To the extent that payments to be made under the CONTRACT attract value added tax or other sales tax, the proper amount of such tax shall be shown as a separate item on the invoice.
- 5.3 In consideration of the supply of GOODS and/or SERVICES by the SELLER, the PURCHASER shall pay any undisputed invoiced amounts within 45 days of the date a correctly rendered invoice is received by the PURCHASER from the SELLER. If PURCHASER disputes an invoice, PURCHASER may withhold payment of any disputed part of an invoice and pay only the undisputed part. PURCHASER may at any time, without notice to the SELLER, set off any liability of the SELLER to the PURCHASER against any liability of the PURCHASER to the SELLER, whether either liability is present or future, liquidated or unliquidated, and whether or

not either liability arises under the CONTRACT. Any exercise by the PURCHASER of its rights under this Article shall not limit or affect any other rights or remedies available to it under the CONTRACT or otherwise.

#### 6. LIQUIDATED DAMAGES

Where any liquidated damages are set out in the CONTRACT, and are applicable, all amounts are agreed as genuine pre-estimates of the losses that may be sustained by failure of performance and are not a penalty.

#### 7. TAXES

7.1 All TAXES charged to or levied or imposed on the SELLER whether of the PURCHASERS country or otherwise in connection with the performance of the CONTRACT by the SELLER, or any work in connection therewith, shall be for the account of and be borne by the SELLER. The SELLER shall INDEMNIFY the PURCHASER against all TAXES charged to or levied or imposed on the PURCHASER which, in accordance with this article, are for the SELLER's account.

7.2 It shall be the SELLER's responsibility to investigate and establish its liability for all TAXES which may be applicable to or be levied in connection with the performance of the CONTRACT or any work in connection therewith.

7.3 PURCHASER may withhold and pay over to the relevant authorities TAXES from any payment that would otherwise be made by PURCHASER to SELLER to the extent that the withholding may be required by APPLICABLE LAWS. PURCHASER will provide SELLER with tax receipts or other proof of payment for any TAXES withheld within 60 days after payment. Where the requirements for any withholding are avoided by SELLER holding a valid exemption certificate, the SELLER shall inform the PURCHASER on a timely basis of the certificate and provide copies of the certificate or further information that may be required to avoid the withholding.

#### 8. INDEMNITY ARRANGEMENTS

8.1 Where the CONTRACT relates to the supply of (i) GOODS or (ii) the supply of SERVICES at premises not owned or operated by the PURCHASER, liability for loss of and damage to property and for personal injury, death or disease to any PERSON, arising in connection with the CONTRACT, will be determined in accordance with APPLICABLE LAW.

8.2 Where SERVICES are being carried out at premises owned or operated by the PURCHASER, (i) the SELLER shall be responsible for and shall INDEMNIFY the PURCHASER GROUP from and against all LIABILITIES in respect of:

(a) Loss of or damage to property of the SELLER GROUP whether owned, hired, leased or otherwise provided by the SELLER GROUP arising from or relating to the performance of the CONTRACT; and

(b) Personal injury including death or disease to any person employed by the SELLER GROUP arising from or relating to the performance of the CONTRACT;

(c) Personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SELLER GROUP arising from or relating to the performance of the CONTRACT. For the purposes of this clause "third party" shall mean any party, which is not a member of the PURCHASER GROUP or the SELLER GROUP; and

(ii) the PURCHASER shall be responsible for and shall INDEMNIFY the SELLER GROUP from and against any LIABILITIES in respect of.

(a) loss of or damage to property of the PURCHASER GROUP (except for PURCHASER property and GOODS while in

SELLER GROUP's care, custody or control) arising from or related to the performance of the CONTRACT; and

(b) Personal injury including death or disease to any person employed by the PURCHASER GROUP arising from or relating to the performance of the CONTRACT; and (c) Personal injury including death or disease or loss or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the PURCHASER GROUP arising from or relating to the performance of the CONTRACT. For the purposes of this Clause "third party" shall mean any party, which is not a member of the SELLER GROUP or the PURCHASER GROUP.

8.3 All exclusions and indemnities given under this article shall (save for those under articles 8.1(c), 8.2(c) and article 8.4) apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in court, under contract or otherwise at law.

8.4 Except to the extent of any agreed liquidated damages or other amounts that become payable under the express terms of the CONTRACT, the PURCHASER GROUP shall INDEMNIFY the SELLER GROUP from the PURCHASER'S GROUP own CONSEQUENTIAL LOSS and the SELLER GROUP shall INDEMNIFY the PURCHASER GROUP from the SELLER'S GROUP own CONSEQUENTIAL LOSS.

#### 9. INSURANCE BY SELLER

9.1 The SELLER shall maintain levels of insurance customary for its industry to cover its LIABILITIES which may arise under or in connection with the CONTRACT and as required by APPLICABLE LAWS and ensure that the policies of insurance remain in full force and effect throughout the term of the CONTRACT. All such policies of insurance shall be placed with reputable and substantial insurers.

9.2 The SELLER shall supply the PURCHASER with evidence of such current policies of insurance on demand.

9.3 The SELLER shall ensure that SUB SUPPLIERS are insured to appropriate level as may be relevant to their work in connection with the CONTRACT.

#### 10. VARIATIONS

The PURCHASER reserves the right at any time to make variations to the CONTRACT. The SELLER shall only act upon such variations, which have been communicated by the PURCHASER'S nominated representative. If such variations cause an increase or decrease in the purchase price or an alteration in the date of delivery, the SELLER shall so advise the PURCHASER and shall give an estimate of the purchase price and/or date of delivery adjustment. Any claim by the SELLER for adjustment of the purchase price or date of delivery shall be intimated in writing to the PURCHASER within a period of twenty (20) calendar days from the date on which such variation was advised or could reasonably have been identified by the SELLER. Notwithstanding the foregoing, the PURCHASER shall not be under any obligation to accept any claim so intimated in writing and within the said period.

#### 11. INTELLECTUAL PROPERTY

11.1 The CONTRACT does not grant SELLER GROUP any rights, title or interest in or to PURCHASER GROUP'S IP RIGHTS, other than those set out in the CONTRACT. IP RIGHTS created by modifications, amendments, enhancements, or improvements to PURCHASER GROUP'S IP RIGHTS, or made using PURCHASER GROUP'S CONFIDENTIAL

INFORMATION, will vest with PURCHASER or its nominee when created.

- 11.2 PURCHASER's rights under article 11.1 will not extend to SELLER's IP RIGHTS which: (i) pre-existed performance under the CONTRACT; (ii) are developed by the SELLER independently from performance of the CONTRACT; or (iii) are used by SELLER in connection with or to perform the CONTRACT but are not based on or arising out of PURCHASER's IP RIGHTS or CONFIDENTIAL INFORMATION.
- 11.3 SELLER, warranting that it is entitled to do so, grants to PURCHASER GROUP the irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to grant sub-licences, to possess, and use any of SELLER's IP RIGHTS to the extent required for the PURCHASER's ongoing enjoyment or use of the GOODS or the product of the SERVICES (including the right to import, export, operate, sell maintain and repair or replace). SELLER warrants that such possession or use of GOODS, SERVICES or of SELLER's IP RIGHTS will not infringe the IP RIGHTS of any third party. SELLER shall save, defend, and hold harmless the PURCHASER GROUP from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any IP RIGHTS of any third party arising out of or in connection with the performance of the obligations of the SELLER under the performance of the CONTRACT.

## 12. FORCE MAJEURE

Neither the SELLER nor the PURCHASER shall be liable for any failure to fulfil any term or condition of the CONTRACT if fulfilment has been delayed, interfered with or prevented by any event which is beyond the control of the party concerned, and was not reasonably foreseeable (a force majeure occurrence), provided however, that the respective party is not already in default of those obligations under the CONTRACT of which the performance is being delayed, interfered with or prevented. In the event of a force majeure occurrence, the party whose performance of the CONTRACT is affected shall notify the other party as soon as is reasonably practicable, giving the full relevant particulars and shall use its best efforts to remedy the situation immediately. Either party may terminate the CONTRACT if the force majeure occurrence subsists for a continuous period of more than three months. Labour disputes, strikes and industrial disputes of a non-national or regional level affecting employees of the affected party or its SUB-SUPPLIERS shall not be construed as force majeure occurrences.

## 13. LICENCES AND PERMITS

The SELLER shall obtain all licences, permits, temporary permits, authorisations or consents, which are required by the country of PURCHASER and any other country for performance of the CONTRACT and the sale of the GOODS shall be conditional upon such licences permits, temporary permits, authorisations or consents being available timely, except to the extent that same can only legally be obtained by the PURCHASER.

## 14. CONFIDENTIALITY/PUBLICITY

The SELLER shall not disclose by way of press release or otherwise, to any third party the CONTRACT and any CONFIDENTIAL INFORMATION of the PURCHASER, without the prior written consent to such disclosure of the PURCHASER, except insofar and to the extent as is necessary for the supply of information to SUB SUPPLIERS, or the obtaining of any necessary licences, permits or

consents. Before disclosing CONFIDENTIAL INFORMATION of the PURCHASER to PURCHASER-permitted third parties the SELLER shall obtain confidentiality undertakings from such permitted third parties, which are not less stringent than the confidentiality obligations imposed on the SELLER under this article 14.

## 15. TERMINATION

- 15.1 In the event of the SELLER'S or any member of SELLER GROUP's non-compliance with the terms and conditions of the CONTRACT or in the event that the SELLER is subject to an INSOLVENCY EVENT prior to completion of delivery of all the GOODS and/or SERVICES in accordance with the CONTRACT, the PURCHASER shall have the right to terminate the CONTRACT forthwith and to claim damages and to have relevant GOODS or any part thereof returned to the SELLER and the ownership therein re-transferred to the SELLER.
- 15.2 The PURCHASER may at any time and at its absolute discretion by written notice to the SELLER terminate forthwith the CONTRACT for convenience. In the event of such termination the SELLER shall accept, in full and final settlement of all claims under the CONTRACT and at law, such a sum as shall reasonably compensate the SELLER for all work performed or costs reasonably and necessarily incurred and obligations assumed by it and any SUB SUPPLIER, in performance of the CONTRACT prior to the date of termination and for all work reasonably performed by giving effect to such termination. If any of the GOODS have been paid for, prior to termination or upon settlement of claims under the CONTRACT, the PURCHASER may at its option take possession of the GOODS or cause title therein to be re-transferred to the SELLER and notify the SELLER to collect the GOODS as may be reasonably instructed by the PURCHASER. In the latter event the value of the GOODS to the SELLER shall be taken into account when calculating the settlement sum but such sum shall in no event exceed the CONTRACT PRICE unless otherwise agreed.
- 15.3 In the event of a termination in accordance with article 15.1 or 15.2 above the SELLER shall immediately:
- Cease performance of the CONTRACT or such part thereof as may be specified in the notice.
  - Allow the PURCHASER or its nominee full right of access to the SELLER'S premises to remove all or any of the PURCHASER'S property (free Issue or otherwise) and in order to do so use such of the SELLER's equipment as may be necessary. The PURCHASER shall have the right to obtain completion of the CONTRACT or the relevant part of the CONTRACT by any third parties.
  - Assign to the PURCHASER or its nominee to the extent desired by the PURCHASER all or the relevant part of the rights, titles, liabilities and subcontracts relating to the CONTRACT which the SELLER may have acquired or entered into.
  - Promptly deliver to the PURCHASER all design data, design standards, drawings, specifications, requisitions, calculations, other documents and computer software prepared under the CONTRACT up to the date of termination.

## 16. LIENS

The SELLER shall not claim any LIEN in connection with the GOODS and/or SERVICES and shall INDEMNIFY the PURCHASER GROUP against all LIENS claimed by the SELLER GROUP or any third parties.

## 17. RIGHT TO AUDIT

For the purposes of auditing any item chargeable by a specified rate, or any other reasonable purpose, the PURCHASER or its authorised representatives shall have access at all reasonable times to all personnel, books, records, vouchers and memoranda of the SELLER directly or indirectly pertaining to the CONTRACT. The PURCHASER or its authorised representatives shall have the right to reproduce or retain copies of any of the aforesaid documents. The above rights shall continue for a period of five years after payment of the SELLER'S invoice.

## 18. LAWS AND REGULATIONS

The SELLER shall comply with all APPLICABLE LAWS in relation to the GOODS and SERVICES and applicable to the performance of the CONTRACT including, for the avoidance of doubt, all applicable TRADE CONTROL LAWS and all national and applicable international Health, Safety and Environmental regulations.

## 19. HAZARDOUS MATERIALS

- 19.1 The SELLER shall ensure that the GOODS will comply with the requirements of APPLICABLE LAWS and to the extent that they contain toxic, corrosive or hazardous materials, advise the PURCHASER of any hazard inherent in the GOODS. The SELLER shall ensure that a notice accompanies each consignment of GOODS providing information (e.g. in accordance with international content & format – such as required on Chemical SHOC cards) in respect of safety, environment and health hazards, including toxicity, flammability, reactivity and corrosiveness, together with handling and storage requirements, action to be taken in case of fire or spillage, and health precautions to be observed. Where applicable, the International Maritime Dangerous Goods code and the UN number shall be specified by the SELLER. The SELLER shall conform to accepted international standards of marking and labelling each package of dangerous GOODS and each over pack containing dangerous GOODS.
- 19.2 GOODS which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by the SELLER. The title and risk of the contaminated GOODS will transfer to the SELLER at the time contamination is identified and notified to the SELLER, who will bear all costs and expenses for the regeneration or disposal of the GOODS as the case may be.

## 20. COMPLIANCE

- 20.1 SELLER acknowledges that it has actual knowledge of: (i) the Tendeka General Business Principles, at <https://www.tendeka.com/wp-content/uploads/QP-TEN-212B-Tendeka-General-Business-Principles-2019.pdf>, and; (ii) Tendeka's Code of Conduct, at <https://www.tendeka.com/wp-content/uploads/QP-TEN-212A-Tendeka-Code-of-Conduct-2019.pdf>
- 20.2 SELLER agrees that it and each member of SELLER GROUP will adhere to the principles contained in the Tendeka General Business Principles and Tendeka Code of Conduct (or where SELLER has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of PURCHASER, in connection with the CONTRACT and related matters.

## 21. ANTI-BRIBERY

- 21.1 SELLER warrants and represents that in connection with the CONTRACT and related matters: (a) it is knowledgeable about ANTI-BRIBERY LAWS applicable to the performance of the CONTRACT and will comply, with all applicable ANTI-BRIBERY LAWS; (b) SELLER GROUP has not made offered,

authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other PERSON, to, or for the use or benefit of any GOVERNMENT OFFICIAL or any other PERSON where that payment, gift, promise or other advantage would (i) comprise a facilitation payment; or (ii) violate the relevant ANTI-BRIBERY LAWS.

- 21.2 SELLER will immediately notify PURCHASER if SELLER receives or becomes aware of any request from a GOVERNMENT OFFICIAL or any other PERSON that is prohibited by Article 21.1
- 21.3 SELLER will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged.
- 21.4 SELLER will maintain adequate internal controls and procedures to ensure compliance with ANTI-BRIBERY LAWS, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its books and records, keeping such books and records available for audit for five years following termination of the CONTRACT.
- 21.5 SELLER will INDEMNIFY PURCHASER GROUP for any LIABILITIES arising out of SELLER's breach of ANTI-BRIBERY LAWS or any related undertakings under this Article.

## 22. NOTICES

- 22.1 All notices or other communications under the CONTRACT must be in English and in writing, and (i) delivered by hand; (ii) sent by prepaid courier; (iii) sent by registered post; or (iv) sent by email with confirmation receipt requested. Notices and communications are effective when actually delivered at the address specified in the CONTRACT. Any change of such address shall be notified to the other party in writing.

## 23. APPLICABLE LAW

The CONTRACT and any dispute or claim arising out of or in connection with the CONTRACT or its subject matter or formation, including any non-contractual disputes or claims shall be exclusively governed and interpreted in accordance with the Laws of England and Wales.

## 24. ARBITRATION

- 24.1 Any dispute or claim arising out of or in connection with the CONTRACT or its subject matter or formation, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any non-contractual claim will be resolved in the first instance by the parties through direct consultation and discussion. If such discussions cannot resolve such dispute within a reasonable period the dispute will be finally and exclusively resolved by arbitration in London, United Kingdom, under the UNCITRAL Rules of Arbitration by an arbitrator selected by each of the parties and a third arbitrator selected by the first two arbitrators. The arbitration award shall be final and binding on the parties. The arbitration proceedings shall be conducted in the English language.
- 24.2 During the period of dispute and arbitration of the dispute, the parties shall continue to exercise the other rights and implement the other obligations under the CONTRACT and the SELLER shall continue to perform the work in accordance with the CONTRACT.

## 25. RIGHTS OF THIRD PARTIES

25.1 Members of PURCHASER GROUP or SELLER GROUP not a party to the CONTRACT, but conferred rights in it, are entitled to enforce those rights, but their consent will not be required to amend or terminate the CONTRACT, even if such amendment or termination affects those rights. Otherwise, the parties do not intend that any term of the CONTRACT should be enforceable by any PERSON who is not a party to the CONTRACT and, without prejudice to the foregoing generality, the CONTRACT does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the CONTRACT.

## **26. INDEPENDENCE OF THE PARTIES**

26.1 The SELLER is an independent contractor in all aspects of performance under the CONTRACT and nothing in the CONTRACT is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

## **27. ASSIGNMENT**

27.1 An assignment or novation of all or part of the CONTRACT requires the prior written consent of the other party, except that the PURCHASER may assign or novate all or part of the CONTRACT to an AFFILIATE without the consent of SELLER by giving written notice to the SELLER.

## **28. AMENDMENTS**

28.1 Amendments to the CONTRACT will not be binding unless made in writing and signed by the parties' authorised representatives.

## **29. SURVIVAL**

29.1 Provisions of the CONTRACT which state they survive completion of performance or termination of the CONTRACT or which by their nature are intended to survive completion of performance or termination of the CONTRACT shall survive completion of performance or termination of the CONTRACT.

## **30. SEVERANCE**

30.1 If any provision of the CONTRACT is determined to be invalid or unenforceable in any respect, the provision will remain enforceable in all other respects and all other provisions of the CONTRACT will continue in full effect.

## **31. WAIVER**

31.1 No provision of the CONTRACT is waived unless the waiver is in writing and signed by an authorised representative of the waiving party. The waiver of a right or the partial exercise of a remedy does not limit a party's future entitlement to exercise such right or remedy.

## **32. ENTIRE AGREEMENT**

32.1 The CONTRACT sets forth the entire agreement between the parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the CONTRACT as being included in the CONTRACT.