

Standard Terms & Conditions of Purchase

1. APPLICATION

- 1.1 These Standard Terms and Conditions of Purchase ("T&Cs") govern all purchases by IMI Hydronic Engineering ("Purchaser") of any products (the "Products") and/or any services (the "Services"), including any associated Deliverables (as defined below), from an individual or legal entity ("Supplier").
- 1.2 These T&Cs override any other terms and conditions (including without limitation any Supplier's sales conditions or those contained in or referred to in any Supplier's order confirmation, invoice, correspondence or any other document issued by Supplier) unless expressly agreed in writing by Purchaser.
- 1.3 Any Purchaser's Order ("Order") is conditioned upon Supplier's acceptance of these T&Cs, and by accepting an Order as per Clause 2.2, Supplier irrevocably submits to these T&Cs.
- 1.4 In these T&Cs, the following words shall have the following meanings (unless the context otherwise requires):
"Deliverables" means all documents, products, materials and any kind of works developed by Supplier or its agents, contractors and employees as part of or in relation to the Products and/or Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, hardware, software, computer programs, data, specifications and reports (including drafts).
"Intellectual Property Rights" means all patents, utility models, copyright and neighbouring and related rights, trademarks and service marks, trade, business and domain names, rights in goodwill or to sue for passing off or unfair competition, rights in design, rights in computer software, database rights, topography rights, moral rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.5 For the avoidance of doubt the provisions of these T&Cs shall apply indistinctively to the Products, Deliverables and Services unless impossible due to their respective nature.

2. ORDERS

- 2.1 All purchases will be subject to a written Order by Purchaser, specifying the type and quantity of Products and/or Services required, the delivery date ("Due Date") and the applicable incoterm for delivery.
- 2.2 The Order shall be deemed to be accepted on the earlier of: (a) Supplier issuing a written acceptance of the Order; or (b) twenty-four (24) hours of receipt of the Order by Supplier, unless Supplier has communicated rejection of the Order to Purchaser by then; or (c) Supplier doing any act consistent with fulfilling the Order (including without limitation Supplier's execution, or commencement of work pursuant to the Order, any delivery pursuant to the Order or acceptance of any payment).
- 2.3 In the event of a conflict between any of these T&Cs and any specific term in the Order, the later shall prevail.
- 2.4 Purchaser may amend quantities, specifications and delivery dates of already confirmed Orders, provided that Supplier is informed thereof ten (10) calendar days before the Due Date.
- 2.5 Purchaser shall be entitled to cancel already accepted Orders, provided that Supplier is informed thereof no later than ten (10) calendar days after Supplier's issuance of the relevant Order.

3. DELIVERY

- 3.1 Unless otherwise provided in the Order, delivery shall be DDP (Incoterms 2010) at the destination provided on the Order. Time is of essence on the delivery of the Products and/or Services.
- 3.2 Products shall be packed, labelled and prepared for shipment in order to ensure safe arrival, storage and handling of the Product at the named destination. All Products sold by Supplier to Purchaser shall be shipped in accordance with Purchaser's instructions as set forth in the relevant Order.
- 3.3 Supplier shall inform Purchaser by email about delivery of the Products not less than five (5) working days prior to the Due Date.
- 3.4 Supplier will promptly inform Purchaser of any delay or anticipated delay in delivery or performance of any Order.
- 3.5 For Products purchased from outside the country of delivery, unless otherwise provided in the Order, Supplier is responsible for obtaining all necessary documentation for the import of the Products into the relevant country of delivery, including all applicable licenses and permits. Supplier shall be responsible for all and any delays and charges incurred due to export and/or import documentation not being available when required. Supplier shall provide Purchaser with all documentation required in the export/import process of the Products, the declarations and documents as may be reasonably required to establish the origin of the Products and the manner in which they qualify for EC, EEA or EFTA preferences or duty exemptions.
- 3.6 Packages and containers supplied by Supplier will be returnable to Supplier at Purchaser's option and Supplier's own cost.
- 3.7 Further to the above, in providing the Services, Supplier shall:
- comply with Purchaser directions;
 - perform the Services with the best care, skill and diligence in accordance with best practice in the relevant industry;
 - use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure due performance of the Services;
 - ensure that the Deliverables will conform with all descriptions and specifications set out in the Order and/or notified to Supplier by Purchaser from time to time;
 - ensure that the Deliverables shall be fit for any purpose expressly or impliedly made known to Supplier by Purchaser;
 - observe all health, safety, security and any other internal regulations or requirements that apply at any of Purchaser's premises; and
 - not do or omit to do anything which may cause Purchaser to lose any permit, license or authorization upon which it relies for the purposes of conducting its business.
 - maintain complete and accurate records of the time spent and materials used by Supplier in providing the Services, and Supplier shall allow Purchaser to inspect such records at all reasonable times on request.
- 3.8 Without prejudice to any other rights and remedies of Purchaser under these T&Cs or law, if the Products and/or Services are not delivered on the Due Date, Purchaser shall be entitled to: (a) apply liquidated damages equal to 3% of the value of the Order per day of delay. The liquidated damages shall be computed from the day following the Due Date and shall not exceed

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15% of the value of the Order. The liquidated damages herein shall be due and payable by Supplier upon demand by Purchaser. If the damage incurred by Purchaser exceeds the amount of liquidated damages payable to Purchaser under this Clause 3.8, Purchaser will be entitled to seek compensation from Supplier for the amounts in excess. In addition to the foregoing, Purchaser shall be entitled to: (a) cancel the Order in whole or in part and obtain reimbursement of any sums paid to Supplier; (b) refuse to accept any subsequent deliveries; (c) recover from Supplier any expenditure incurred by Purchaser in obtaining the Products and/or Services from another Supplier; and (d) claim damages, losses (including, without limitation, loss of profit and loss of business), costs and expenses, all either direct, indirect or consequential, incurred by Purchaser, which are in whatsoever manner attributable to Supplier's failure to comply with the Due Date.

4 ACCEPTANCE

- 4.1 Acceptance of the Products and/or Services will only be effective if communicated by Purchaser in writing to Supplier. Purchaser's acknowledgement of delivery or performance on a delivery note or similar document shall not constitute acceptance thereof and Purchaser retains the right to reject any of the Products and/or Services until fully inspected by it.
- 4.2 Partial deliveries or deliveries in excess of the quantity ordered will be rejected unless Purchaser has agreed in writing to accept such deliveries and any rejected Products shall be returnable at Supplier's risk and expense.
- 4.3 Without prejudice to any other rights or remedies, if the Products and/or Services delivered by Supplier fail to conform to any Order for whatever reason, including without limitation shortage, wrong items, or apparent defects, ("**Faulty Items**"), Purchaser may: (a) reject all or any of the Faulty Items within a reasonable time of their inspection notwithstanding that Purchaser may have effected payment therefor; and (b) purchase substitutes for the Faulty Items from an alternative supplier elsewhere which correspond as closely as practicable to the same specifications and conditions of the Faulty Items. Further, Supplier shall indemnify Purchaser against all damages, losses (including, without limitation, loss of profit and loss of business), costs and expenses, either direct, indirect or consequential, incurred by Purchaser as a result of or in connection with the exercise by Purchaser of its rights under this Clause 4.3 (including, but not limited to, the purchase price of the alternative products and/or services and the amount of any payments previously made to Supplier by Purchaser in relation to the Faulty Products).

5 TITLE AND RISK

- 5.1 Without prejudice to any right of rejection, and unless otherwise provided in the Order, title to the Products shall pass to Purchaser upon the occurrence of the earlier of: (a) delivery of the Products to Purchaser (whether or not acceptance has occurred in accordance with Clause 4.1; or (b) any (also partial) payment being made by Purchaser for or in relation to the Products. If title to the Products passes to Purchaser prior to delivery pursuant to clause 5.1(a), then, until delivery, Supplier shall hold such Products as Purchaser's custodian (without any right to any remuneration for safe-keeping) and shall at all times keep the Products separate from those of Supplier and third parties and properly stored, protected and insured against all risks and identified as Purchaser's property and at Supplier's costs. The above Purchaser's

obligations shall by no means be regarded as an independent benefit for Purchaser and should be considered as a part of delivery.

- 5.2 Risk of damage to or loss of the Products shall pass to Purchaser on delivery of the Products to Purchaser.
- 5.3 Supplier shall be responsible for all relevant charges, transport and unloading costs and for insurance of the Products to their full replacement value against all risks of damage or loss prior to completion of delivery. Supplier shall indemnify and keep Purchaser indemnified in full in respect of the full replacement value of any of Purchaser's assets damaged during the course of delivery and unloading of the Products.
- 5.4 Supplier shall convey title to all Products to Purchaser free and clear of all liens, encumbrances, security interests, claims, and other interests whatsoever.

6 PRICE AND PAYMENT

- 6.1 The price for the Products and/or Services shall be as stipulated in the Order ("**Price**"). The Price shall be fixed and include every cost and expense of Supplier directly or indirectly incurred in connection with the delivery of the Product and/or the performance of the Services, including without limitation, packaging, loading and offloading, transport, insurance, duties and taxes, other than value added tax where applicable.
- 6.2 Supplier undertakes and agrees actively and continuously to review its costs, production methods, delivery scheduling and levels of productivity, to achieve a reduction of its costs in order to allow price reductions.
- 6.3 Unless otherwise provided in the Order, Supplier shall invoice Purchaser after the delivery of the Products and/or performance of the Services.
- 6.4 Each invoice shall include such supporting information required by Purchaser to verify the accuracy of the invoice, including but not limited to the relevant Order number.
- 6.5 Subject to these T&Cs, Purchaser shall pay undisputed invoiced amounts after sixty (60) business days of Purchaser's receipt of the relevant invoice to a bank account nominated in writing by Supplier.
- 6.6 Unless otherwise provided in the Order, prices are payable in EUR.
- 6.7 No payment of, or on account, of the Price shall constitute any admission by Purchaser as to proper performance by Supplier of its obligations under any Order.
- 6.8 , Purchaser shall be entitled to deduct, set off, or withhold from any monies due to Supplier, either for payment of the Products or for whatsoever reason, any monies due to Purchaser by Supplier.

7 INITIAL SAMPLES, TESTS, REPORTS AND INSPECTIONS

- 7.1 Before serial production of Products starts, initial samples with full test records shall be sent to Purchaser free of charge. The initial sample shall be a sample Product manufactured using the same set of machine tools, the same methods and under the same conditions as the serial Products. Once the initial sample is approved, any changes require prior approval by Purchaser. In the event of any changes, new initial samples shall be supplied to Purchaser, together with documentation regarding the change.
- 7.2 The Products and/or Services shall be subject to all specified and usual tests and checks by Supplier and to any other tests which Purchaser may reasonably require from time to time.
- 7.3 Supplier shall provide Purchaser with any reports requested by Purchaser in relation with the Products and/or Services.

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7.4 Purchaser may at any reasonable time visit the offices, warehouses, workshops or other premises of Supplier or its subcontractors to inspect or test materials and finished goods and to check progress of the manufacture of the Products and/or performance of the Services

8 WARRANTIES

8.1 Without prejudice to any other Supplier's obligations under these T&Cs or law, Supplier warrants that:

- (a) for a period of twenty four (24) months from the date on which Purchaser or Purchaser's customer puts the Products and/or the Deliverables into service, or the period of thirty six (36) months from delivery thereof and/or the date of completion of the Services (whichever is later), the Products and/or the Services:
 - i. will conform in all respects with any specifications, drawings and/or other details supplied to Supplier;
 - ii. will be new and fit and sufficient for the purposes for which they are intended and for any purpose(s) that Purchaser has expressly informed Supplier of or for any purpose that Supplier is aware, or ought reasonably to be aware of;
 - iii. will be of good quality, design, materials and workmanship and entirely free from defects and in accordance with best industry practice;
 - iv. will satisfactorily fulfil the performance requirements provided by Purchaser; and
- (b) the Products and/or Services will comply with all appropriate domestic and international standards and specifications applicable thereto and Supplier has all necessary certifications to supply the Products and/or Services.
- (c) neither the design, manufacture, performance and function of the Products and/or Services, nor the provision, use or sale thereof (including without limitation the Deliverables), will in any way infringe upon or violate any Intellectual Property Rights, or other rights of any third party.

8.2 Supplier warrants its expertise and the accuracy of all statements and representations made to Purchaser (or its agents or employees) in respect of the Products and/or Services.

8.3 Nothing contained in these T&Cs shall in any way detract from Supplier's obligations and Purchaser's rights under any law or statute or any express or implied term, condition or warranty.

8.4 In the event of breach of any express or implied term, condition or warranty, Purchaser shall be entitled to, either partially or entirely, reject the Products and/or Services and cancel the relevant Order and any outstanding Orders for the same kind of Products and/or Services. In addition, if Purchaser believes (at its sole discretion) that the delivered Products and/or performed Services do not comply with the warranties set forth in Clause 8.1, ("**Defective Items**"), Purchaser will inform Supplier in writing of any Defective Items. Supplier shall repair or (if Purchaser so requires) replace, at Supplier's sole expense, all Defective Items within seven (7) calendar days of being informed. The repaired and replacement items shall themselves be warranted for the periods indicated in Clause 8.1. Purchaser's request for or acceptance of repair or replacement items shall not preclude the right of rejection of the repair or replacement items and/or cancellation of the Orders if it is not entirely to Purchaser's satisfaction. Supplier shall on demand reimburse to Purchaser any costs and expenses incurred by Purchaser in removal, re-installation, shutdown, repair, replacement and in any other action related to or conducted as a result of the Defective Items; including

without limitation, reimbursement of any payment done by Purchaser and cost and expenses for the purchase by Purchaser of the relevant items from an alternative Supplier, if Supplier does not repair or replace the Defective Items at Purchaser's entire satisfaction.

8.5 Supplier will assign to Purchaser upon request the benefit of any warranty guarantee or like rights, which it has against any third party manufacturer or supplier of the Products and /or Services or any parts thereof.

8.6 Supplier will provide all facilities, assistance and advice required by Purchaser or Purchaser's insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Order or Supplier's performance of the Order.

9 APPLICABLE LAWS AND REGULATIONS - ENVIRONMENTAL, HEALTH AND SAFETY-RECALLS

9.1 Supplier warrants that in the design, manufacture, supply or installation of the Products and/or performance of the Services and the provision of information relating thereto, it will comply and will facilitate Purchaser's compliance with the duties imposed by any applicable laws and regulations, including without limitation any environmental and health and safety provisions, including the European Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") and the European Regulation on the Classification, Labelling and Packaging of Substances and Mixtures ("CLP") as applicable to the Products and/or Services. Further Supplier warrants that the Products will be supplied with all safety guards, devices, product data sheets, details of any appropriate risk assessment, and markings sufficient to comply with all applicable legal requirements.

9.2 In the event that Supplier becomes aware at any time of any incidents events or discoveries, which are in any way relevant to the safe operation of Products and/or Services supplied or to be supplied, Supplier shall forthwith issue notice in writing thereof to Purchaser and in any event within two (2) working days of becoming so aware.

9.3 If at any time a recall of the Products and/or goods produced as a result of the Services, becomes necessary, Supplier shall be responsible for: (a) replacing the Products and/or goods in question in whole or in part at the relevant time; (b) all recall costs, including without limitation recall notifications, evaluation and requirements as per local authorities where the Products and/or goods are sold; (c) shipment and testing of the affected Products and/or goods; and (d) any retrofit costs.

10 EQUIPMENT, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

10.1 Any tooling or equipment provided by Purchaser to Supplier or used by Purchaser in connection with any Order ("**Equipment**") and any materials provided to Supplier by Purchaser for use in connection with any Order ("**Materials**"), will remain the exclusive property of Purchaser at all times and Supplier will not obtain any right or interest in any Equipment or Materials as a result of or in connection with any Order.

10.2 Risk of damage to or loss of the Equipment or the Materials shall pass to Supplier on delivery to Supplier.

10.3 Supplier shall ensure that the Materials and Equipment are maintained in good working order and repair and shall maintain appropriate insurance cover in this regard as Purchaser reasonably deems to be adequate subject in the case of tooling patterns and the like to fair wear and tear and shall use the same only in connection with the Orders.

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- 10.4** If Purchaser in its sole opinion believes that repairs are required to the Equipment, it may request Supplier to carry out such repairs at Supplier's cost. If, following receipt of a request pursuant to this Clause, Supplier fails to carry out the specified repairs within a reasonable period of time (in Purchaser's absolute opinion), Purchaser may carry out or instruct a third party to carry out such repairs and shall invoice Supplier for any related costs and expenses.
- 10.5** Purchaser is entitled at any time to require Supplier to deliver up the Equipment and the Materials to Purchaser. Further, on the termination of any Order howsoever occurring, Supplier shall upon Purchaser's request deliver forthwith the Equipment to Purchaser and, if Supplier fails to do so, Purchaser shall be entitled (at Supplier's expense) to enter Supplier's premises or those premises of a third party and to recover the Equipment. Supplier agrees that it shall not be entitled to bring any claim against Purchaser as a result of or in connection with such entry.
- 10.6** On the termination of any Order howsoever occurring, any surplus Materials shall be disposed of forthwith by Supplier in accordance with Purchaser's directions and any Materials wasted as a result of Supplier's bad workmanship or negligence (in Purchaser's sole opinion) shall be replaced at Supplier's expense.
- 10.7** Supplier shall not be entitled to pledge or in any way charge by way of security, the Equipment or the Materials.
- 10.8** Full title including, but not limited to, any Intellectual Property Rights in all specifications, plans, drawings, patterns, designs or any other works, documents or materials, in whatsoever support, supplied by Purchaser to Supplier in performance or in connection with any Order, or prepared or made by Supplier, its employees, agents or sub-contractors for the fulfilling of any Order, including without limitation any Deliverables, shall vest in and belong to Purchaser. Supplier assigns to Purchaser, with full title guarantee and free from all third party rights, all such rights. For the avoidance of doubt, the Deliverables are considered work made for hire and Purchaser will have full and exclusive right to further use without no compensation whatsoever to Supplier. Supplier undertakes not to assert ownership or make any other claim whatsoever in relation to such rights during or after performance of any Order.
- 10.9** Supplier will take all such further actions and execute (or procure the execution of) any assignment deed or other document required by Purchaser to transfer and vest in Purchaser's ownership of any rights (including without limitation, any moral rights) which are to belong to Purchaser according to Clause 10.8.
- 11 CONFIDENTIALITY**
- 11.1** Supplier has been granted and will have access to, and/or become acquainted with, Confidential Information of Purchaser. "**Confidential Information**" means any and all proprietary or confidential information, whether or not developed under any Order, including without limitation: (i) any and all Purchaser's technical information, including but not limited to, processes, inventions, research projects, product development, technologies, trade secrets, know-how, production plans, ideas and concepts, software, engineering and any information concerning any product or service; (ii) any business information of or relating to Purchaser or any of Purchaser's customers, including without limitation, accounting; and financial information, product strategy, budget, product and marketing prices, business plans, financial statements and customer and supplier information; (iii) any Purchaser's employee information; and (iv) any Deliverables.
- 11.2** Supplier shall keep all Confidential Information in confidence and shall not publish, disclose or otherwise make available, directly or indirectly, without the prior written consent of Purchaser, any items of Confidential Information to anyone other than those of Supplier's employees or subcontractors who need to know the same in the performance of any Order. Further, Supplier shall not use any Confidential Information for its own use or for any other reason except for its performance under any Order.
- 11.3** The content of these T&Cs and any Order is strictly confidential. No release concerning these T&Cs, or the purpose or performance of any Order shall be made by Supplier, without prior written consent of Purchaser, except where disclosure is indispensable for the performance of the relevant Order.
- 11.4** Supplier's confidentiality obligations commence as of the date of first communication of Confidential Information from Purchaser to Supplier.
- 11.5** Purchaser may at any time, request Supplier the return or delivery of any Confidential Information provided to Supplier or in its possession.
- 11.6** The confidentiality obligations herein will not apply to information that: (i) is or has become of the public domain through no breach of the provisions herein; (ii) was known by Supplier without any obligation of confidentiality prior to its disclosure by Purchaser; (iii) properly came into the possession of Supplier from a third party which was not under any obligation to maintain the confidentiality of such information; or (iv) was independently developed by Supplier without the use of Confidential Information. The foregoing exceptions shall be proved by Supplier.
- 12 INSURANCE AND INDEMNITY**
- 12.1** Supplier shall maintain in force at its own expense and with a reputable insurance company, comprehensive general liability insurance including, without limitation, public and product liability insurance comprising coverage in respect of all matters for which Supplier may become liable to Purchaser pursuant to any Order in the amount of at least EUR 1 million per occurrence, and such other cover as Purchaser reasonably deems to be appropriate.
- 12.2** Supplier shall, at Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
- 12.3** The stipulated limits of coverage will not be construed as a limitation of any potential liability to Purchaser and failure to request evidence of this insurance will in no way be construed as a waiver of Supplier's obligation to maintain the insurance coverage specified.
- 12.4** Supplier shall indemnify and hold Purchaser and its affiliates, and their respective officers, directors, representatives, employees and contractors harmless against all and any claims, liabilities, loss (including without limitation loss of profit), damages, costs and expenses (including all actual legal and other professional expenses), all either direct, indirect or consequential, awarded against or incurred or paid by Purchaser as a result of or in connection with any: (a) Defective Items; (b) breach of any warranties or representations of Supplier; (c) failure to comply with any environmental, health and safety laws and any statutory provisions, rules and regulations so far as they are applicable to the Products and/or Services, including REACH and CLP, or any Supplier's breach of its obligations under Clause 9 (Applicable Laws and Regulations - Environmental, Health and Safety-Recalls); (d) infringement of any

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Intellectual Property Rights arising by reason of the design, manufacture, function, provision, performance, use or sale of the Products and/or Services, including without limitation any payment of royalties and the cost of obtaining non-infringing replacements for the Products and/or Services; (e) any claim made against Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with the Products and/or Services; (f) any act or omission by Supplier or its subcontractors affecting land or premises occupied by Purchaser in the event that Supplier or its subcontractors enter upon any land or premises occupied by Purchaser; (g) any damage caused to the Equipment as a result of the act or omission of Supplier or Supplier's subcontractors; (h) any claim brought by Supplier's employees, consultants or contractors, including any alleged infringement of labour and employment laws; (i) Supplier's breach of Clause 15 (Compliance); and (j) Supplier's breach of any term or condition set forth in these T&Cs or any Order.

13 FORCE MAJEURE

13.1 Neither party shall be responsible to the other for its failure or delay in performing its obligations under any Order if and to the extent that such failure or delay is due to acts of God (such as floods, storms, fires and earthquakes), war, terrorism, strikes, governmental restrictions or any other circumstance beyond the reasonable control of the affected party and not due to any fault or negligence of such party (hereinafter "**Force Majeure Event**").

13.2 If a Force Majeure Event occurs, then the affected party will immediately notify the other party of the nature and likely duration of the Force Majeure Event, take all reasonable steps to reduce its effect and perform and resume the performance of its obligations as soon as reasonably possible. Failure to comply with the foregoing shall exclude the right to the affected party to claim the relevant Force Majeure Event as such and as an exception from its relevant obligations.

13.3 In the event that the Force Majeure Event lasts more than thirty (30) calendar days, Purchaser shall be entitled to cancel any outstanding Order and/or delivery of the relevant Products and/or Services by written notice with immediate effect to Supplier.

14 TERMINATION

14.1 Without prejudice to any other rights or remedies, Purchaser may terminate (in whole or in part) any Order with immediate effect, by giving written notice to Supplier if: (a) Supplier commits a material breach of any of the terms of these T&Cs or any Order and fails to remedy such breach within 30 calendar days of being notified in writing of the breach; (b) Supplier files a voluntary petition for bankruptcy, winding up or insolvency, or any petition seeking reorganization, composition, readjustment, liquidation or similar relief, or seek or consent to the appointment of any trustee, receiver or liquidator or becomes unable to pay its debts as and when they become due; (c) a petition is filed against Supplier seeking any reorganization, composition, readjustment, liquidation, winding up, bankruptcy or insolvency declaration or any similar relief, and the same remains undismissed for more than thirty (30) calendar days (whether or not consecutive), or if any trustee, receiver or liquidator of Supplier is appointed for all or part of its assets; (d) Supplier has a winding up order made against it or a declaration of bankruptcy or insolvency; or suffers, in any jurisdiction, any analogous proceedings or events to those described in (b) and (c) above; (e) Supplier,

either in whole or in part, assigns, transfers, subcontracts, charges, or in any other manner deals with its rights or obligations under any Order or attempts to do any of the foregoing without the express prior written consent of Purchaser; (f) there is any change in control, ownership or management of Supplier that at Purchaser's opinion makes it detrimental to Purchaser's interests to continue to be bound by any Order; or (g) Supplier fails to comply with its obligations under Clauses 8 (Warranties), 9 (Applicable Laws and Regulations - Environmental Health and Safety-Recalls), 10 (Equipment, Materials and Intellectual Property Rights), 11 (Confidentiality) and 15 (Compliance). The rights to terminate the Order hereunder shall be without prejudice to any other right or remedy provided at law. For the avoidance of doubt, the events set out in letters (b) to (g) are deemed gross failure to perform material obligations and fair reasons to immediate termination.

14.2 On the termination of any Order for any reason: (a) Purchaser shall have no further obligation or liability to Supplier other than to remit payment of the price for any Products accepted by Purchaser prior to the effective date of termination; and (b) Supplier shall immediately deliver to Purchaser all information, documents and any copies thereof provided by Purchaser to Supplier for the purposes of any Order. Supplier shall certify to Purchaser that it has not retained any information or copies.

14.3 Termination of any Order, however arising, shall not affect the rights and liabilities accrued as at termination or any terms intended expressly or by nature to survive, including without limitation those of Clauses 8 (Warranties), 9 (Applicable Laws and Regulations - Environmental Health and Safety-Recalls), 10 (Equipment, Materials and Intellectual Property Rights), 11 (Confidentiality), 12 (Insurance and Indemnity) and 15 (Compliance).

15 COMPLIANCE

15.1 Supplier acknowledges that Purchaser has a Code of Conduct available at www.imiplc.com and Supplier agrees at all times, conduct, and procure that its officers, directors, employees and representatives conduct business ethically and in accordance with the relevant provisions of Purchaser Code of Conduct.

15.2 Supplier shall comply with all applicable anti-corruption legislation in connection with any Order, including without limitation the Bribery Act 2010. Supplier further agrees to comply Purchaser's Anti-bribery policies as amended from time to time.

15.3 Supplier shall immediately report to Purchaser any act of bribery in connection with the performance of any Order, including without limitation any request or offer of any undue financial or other advantage of any kind.

15.4 No forced, bonded or involuntary prison labor shall be used by Supplier. No children under 16 years old are to be employed or utilized by Supplier. Supplier's employees shall be paid wages and benefits for a standard working week that meet or exceed minimum national requirements. Employees of Supplier shall work hours that comply with national laws.

15.5 Supplier shall take appropriate responsibility and precautions to protect the health and safety of its employees. Supplier must control hazards and take the best precautions against accidents and occupational diseases.

15.6 Supplier shall ensure that any person associated with Supplier who performs activities in connection with any Order does so in observance of the obligations set out in this Clause 15.

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15.7 Supplier agrees that it must be able to demonstrate its compliance with the requirements referred to in this Clause 15 at the request of and to the satisfaction of Purchaser. This includes, but is not limited to Purchaser having the right to inspect any site involving work for Purchaser and require Supplier to put in place a remediation plan that is acceptable to Purchaser.

16 MISCELLANEOUS

- 16.1** Supplier shall not assign, transfer, subcontract, charge, or in any other manner, deal, either in whole or in part, with its rights or obligations under any Order or attempt to do any of the foregoing without the express written consent of Purchaser. For the avoidance of doubt, Purchaser may assign its rights and obligations under any Order, either in whole or in part to any of its affiliate companies.
- 16.2** Failure by either Party to enforce at any time any of the provisions of any Order shall not in any way be construed as a waiver of such provision nor in any way affect the validity of the Order, any right thereunder or, the right of the other Party thereafter to enforce any provision.
- 16.3** If any provision of these T&Cs and/or any Order is found to be invalid, illegal, or unenforceable the remaining provision shall not in any way be affected or impaired thereby. The Parties shall meet to agree a replacement provision, which is as close as is legally permissible to the provision found invalid, illegal, or unenforceable, and which achieves as closely as possible the effects of the original provision.
- 16.4** Supplier is and will remain at all times an independent contractor of Purchaser. Nothing herein will be construed as to deem Supplier or any of its subcontractors or employees to be an employee, partner or joint-venturer of Purchaser.
- 16.5** No additional terms or modification to these T&Cs shall be binding unless made in writing and signed by authorized representatives of both Parties.
- 16.6** Any notice to be given under any Order must be in writing and delivered personally or sent by courier (with acknowledgement of receipt in both cases) to the addresses of the Parties set out in the Order or as otherwise notified from time to time. Notices will be deemed to have been served: (a) if personally delivered, at the time of delivery; and (b) if sent by courier, two (2) working days (in the sender's country) after sending it. Any notice shall be made in English.
- 16.7** Heading in these T&Cs are for ease of reference only and do not affect the construction or interpretation of any of its provisions.
- 16.8** These T&Cs and any Order shall be interpreted, construed and enforced in accordance with the laws of the country of Purchaser's business address, without regard to any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods are expressly excluded.
- 16.9** The parties expressly and irrevocably submit all disputes related to these T&Cs and to any Order to the exclusive jurisdiction of the competent courts of Purchaser's business address provided that Purchaser may at its option take proceedings in the courts where Supplier operates, including any action to obtain any remedy or injunction.