

GLAMOX STANDARD TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES

1. INTRODUCTION AND DEFINITIONS

1.1 These Standard Terms and Conditions for Purchase of Products and Services (the “**Terms**”) shall apply to the purchase of Products and/or Services by Glamox from the Supplier as more particularly set out in the Purchase Order and/or Framework Supply Agreement which attaches and/or references these Terms.

1.2 The following definitions shall apply to these Terms:

- (i) “**Agreement**” means the Purchase Order, including these Terms, and, if applicable, the Framework Supply Agreement, and any appendices and any agreed amendments and variations to said documents.
- (ii) “**Agreement Price**” means the total monetary amount indicated in the applicable Purchase Order.
- (iii) “**Applicable Laws**” means the governing law according to Clause 22.1 and all other laws, regulations, standards, codes, by-laws, and other rules of any authority, having jurisdiction (including without limitation, safety, environmental, manufacturing, engineering, construction, customs and taxation laws) at the manufacturing site(s), the location of Glamox and at the location(s) where the Deliverables are to be delivered, sold and/or marketed to end-consumers insofar as such locations are or should have been known to the Supplier.
- (iv) “**Delivery**” means the actual or deemed delivery of Deliverables by Supplier in accordance with the Agreement.
- (v) “**Delivery Date**” means the date for Delivery of the Deliverables by Supplier as specified in the Purchase Order.
- (vi) “**Deliverables**” means all Products and/or Services and/or documents supplied hereunder by Supplier as specified in the Purchase Order.
- (vii) “**Framework Supply Agreement**” means the framework agreement referencing these Terms that may be entered into between Supplier and Glamox for Glamox’ purchase of Products and/or Services from the Supplier
- (viii) “**Glamox**” means the Glamox entity set forth in the applicable Purchase Order
- (ix) “**Glamox Group**” means Glamox and its affiliates, subsidiaries, their respective directors, employees and other personnel and each of their contractors and subcontractors of any tier.
- (x) “**Parties**” means the Supplier and Glamox.
- (xi) “**Products**” means tangible materials, equipment, or goods to be delivered by Supplier as specified in the Purchase Order.
- (xii) “**Purchase Order**” means the separate contract document signed by the Parties, which shall include the Deliverables, quantity, Agreement Price, Delivery Date and any particulars regarding the Deliverables together with any appendices and agreed amendments and variations thereto.
- (xiii) “**Services**” means the performance of services by Supplier as specified in the Purchase Order.
- (xiv) “**Supplier**” means the company set forth in the applicable Purchase Order who is selling Products and/or Services to Glamox.
- (xv) “**Supplier Group**” means Supplier and its affiliates, subsidiaries their respective directors, employees and other personnel and each of their contractors and subcontractors of any tier.

1.3 The Agreement constitutes the only terms and conditions applicable to the Deliverables and shall prevail over any terms and conditions in the Supplier’s quotation or any other document or communication issued by the Supplier or implied by trade usage, custom, practice or course of dealing except where specifically agreed in writing to by an authorized representative of Glamox. Any purported provision to the contrary is hereby excluded or extinguished.

1.4 In the event of any conflict between the various documents of the Agreement, they shall be given priority in the following order: (i) the Purchase Order, (ii) the Framework Supply Agreement, (iii) these Terms; (iv) appendices to said documents in the same order.

2. ACCEPTANCE OF PURCHASE ORDER

2.1 The Supplier shall confirm Purchase Orders placed by Glamox within three (3) business days of dispatch of the Purchase Order by Glamox unless otherwise agreed in writing. All confirmations by Supplier must carry a reference to the Purchase Order number as well as Glamox’ item code number. If the Supplier in its confirmation deviates in any manner from the Purchase Order, the Purchase Order shall be binding on Glamox only if Glamox in writing accepts Supplier’s deviations.

2.2 Supplier shall review the Purchase Order and any other information using its best professional efforts to identify any defects, errors or omissions and shall immediately notify Glamox upon discovery, failing which, all costs and schedule impacts shall be for the account of the Supplier.

2.3 In the event that Supplier fails to confirm to the Purchase Order to Glamox prior to or upon commencement of activities that Supplier is required to carry out under the Purchase Order including the provision of Deliverables, said commencement by Supplier shall be deemed to constitute acceptance by Supplier of the Purchase Order issued by Glamox.

2.4 Each separate Purchase Order shall constitute a separate contract between Glamox and the Supplier.

3. QUALITY ASSURANCE

3.1 Supplier shall have an established and documented quality assurance system in accordance with ISO 9001 or equivalent. If design and/or engineering scope(s) are included in the Deliverables, ISO 9001 certification is mandatory. Supplier shall verify that any subcontractor has an established and documented quality assurance system.

3.2 Supplier confirms that it shall comply with the Glamox Quality Management Handbook for Suppliers which is considered an integrated part of these Terms.

3.3 Glamox has the right to make verifications, inspections and tests, including audits, at Supplier Group facilities, in order to satisfy itself that the Deliverables will be manufactured and/or carried out in accordance with the requirements in the Agreement. Glamox' inspections and/or verifications do not exempt Supplier from its responsibility to deliver the Deliverables in accordance with the terms of Agreement.

3.4 All directives and standards listed in Annex "Directives and Standards" shall apply to the Deliverables. All Deliverables shall furthermore comply with the local regulations and/or standards of the markets in which they are produced, sold, expected to be marketed and to which they are delivered. Also, all Deliverables shall comply with Applicable Laws for electric appliances, and all applicable conformity certificates or declarations, including appurtenant documentation, shall exist. Supplier shall on Glamox' request, and without delay, provide Glamox with all such documentation referred to above. In case the Deliverables do not meet these requirements, this shall be considered a defect which gives rise for warranty claims under Clause 11.

3.5 Supplier shall provide qualified personnel for the performance of the Deliverables. Upon Glamox' request Supplier shall submit a written résumé for all personnel who are to perform the Deliverables. Glamox retains the right to both approve such personnel and to request the Supplier to forthwith replace personnel who, according to Glamox, do not function satisfactorily, or who do not perform the Deliverables satisfactorily, at no additional cost to Glamox. Supplier shall not replace approved personnel without Glamox' written prior consent.

3.6 Supplier shall ensure that Supplier Group personnel have taken all required safety courses, possess all applicable licenses, registrations, courses, certifications as required by Applicable Laws at no additional cost to Glamox. Supplier shall provide suitable evidence of compliance with all Applicable Laws as well as with all relevant instructions, guidelines, manuals and the like as Glamox may reasonably request.

3.7 Supplier undertakes to leave Glamox' site clean, tidy and free from debris.

4. HEALTH SAFETY ENVIRONMENTAL

4.1 Supplier shall be responsible for the safe performance of the Deliverables at any site provided by Supplier or Glamox, and shall ensure that adequate procedures are implemented at such site with respect to the protection of HSE, and that such procedures are effectively enforced, and that working conditions at such site comply with Applicable Laws and the requirements of the Agreement.

4.2 Supplier shall give priority to safety in order to avoid injury being caused to any person and/or damage to any property and shall ensure that its performance under the Agreement complies with high international safety standards.

4.3 Supplier must be able to document that the Deliverables do not contain substances of any danger to health and environment, and that they are in compliance with appropriate regulations regarding fire and explosion. If any Deliverable contains chemical substances, which could be hazardous to humans or the environment, Supplier shall on Glamox' request, and without delay, provide a complete description of the Deliverable including data sheets for all materials used in the manufacturing process.

5. SUBCONTRACTING

5.1 Supplier shall not sub-contract the whole or part of any Purchase Order without prior written consent of Glamox.

5.2 Subcontracting shall not relieve Supplier of any of Supplier's responsibilities under the Agreement and Supplier shall be responsible for the acts, faults and neglects of its sub-contractors as fully as if they were the acts, faults and neglects of Supplier.

6. CHANGES TO SUPPLIER'S PRODUCT RANGE

6.1 The Supplier may not, without Glamox' written approval, discontinue any products in its range of products, nor make any changes to (i) the design (form, technical and/or functional), (ii) the raw material or supplier of raw material, (iii) the manufacturing process, including change of machinery, location, plant or building, (iv) the packaging, labelling, or logistic routines, or (v) testing procedures, which has or may have any impact on the technical specifications, functionality or delivery of the Products, to any Products included by a confirmed Purchase Order.

6.2 Subject to Clause 6.1, in the event Supplier plans to make any changes to any products in its product range, including any discontinuation or changes to (i) the design (form, technical and/or functional), (ii) the raw material or supplier of raw material, (iii) the manufacturing process, including change of machinery, location, plant or building, (iv) the packaging, labelling, or logistic routines, or (v) testing procedures, which has or may have any impact on the technical specifications, functionality or delivery of the Products, Supplier shall provide Glamox with a written notice as soon as possible, and no later than three (3) months in advance of any such discontinuation or change being effectuated. Updated product documentation shall be communicated to Glamox. New samples for testing shall be made available on request.

6.3 Supplier shall furthermore notify Glamox as soon as possible of any circumstances, other than those included by Clause 6.1 and 6.2, that may affect its performance under the Agreement, including but not limited to changes to the ownership, management, or management structure of Supplier.

6.4 Based upon its assessment of the changes notified under Clause 6.1, 6.2 or 6.3, Glamox may in its discretion withdraw from the Agreement regarding the Products that are subject to changes without any liability toward the Supplier whatsoever.

6.5 Certain Products may be subject to a phase-out and subsequent ban under Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of eco-design requirements for energy-related products or other Applicable Laws. In the event a Product will be banned by the Delivery Date, Supplier shall immediately inform Glamox by written notice and remove the said Product from the Purchase Order and Delivery.

7. PRICE AND PAYMENT

7.1 Save where otherwise expressly specified, all prices and rates are fixed and firm, and include any applicable customs, import and export and similar duties. All prices are inclusive of transport, carriage, logistics and insurance.

7.2 All Supplier invoices and statements must show the Purchase Order number, part number (where specified on Purchase Order), the VAT amount charged, the VAT rate and the Supplier's VAT number. All invoices should be sent to Glamox at the address detailed in the applicable Purchase Order.

7.3 Supplier will be paid within ninety (90) days of presentation to Glamox of a valid, accurate invoice for Products supplied and/or Services completed. Supplier's invoice may only be presented upon Delivery. Glamox is entitled to set off any sums due to it by any member of Supplier Group as at the due date of payment of the invoice.

7.4 Supplier shall send all invoices in relation to the Deliverables within thirty (30) calendar days of Delivery. Supplier expressly waives any right to seek payment on invoices issued later than this time.

7.5 Any payments to be made by the Supplier to Glamox shall become due within twenty-one (21) calendar days from receiving respective payment claim from Glamox unless another due date is agreed in writing.

7.6. Late payments shall incur delay interest of 4% per annum.

8. VARIATIONS

8.1 Glamox has the right to order variations and may either increase or decrease the quality, quantity or time of delivery.

8.2 Agreed variations shall be confirmed by Glamox in writing and Supplier must without undue delay and no later than within three (3) business days confirm any impact on Agreement Price, Delivery Date and/or technical specification. If Supplier does not issue such notice, it will be considered as an acceptance without any effects and this will be reflected in the variation to the Purchase Order.

8.3 The variation shall thereafter be issued by Glamox and implemented by Supplier, even if the Parties have not reached an agreement concerning the impact of such.

8.4 The Agreement Price cannot be exceeded without Glamox' prior approval in writing.

8.5 If Supplier finds a variation is required, Glamox shall be notified in writing without undue delay failing which Supplier foregoes and waives the right to claim the variation.

9. DELIVERY

9.1 Delivery shall be completed on the Delivery Date and in accordance with the Incoterm 2020. Delivery shall be Ex Works unless otherwise agreed in the Purchase Order. The Delivery Date shall be specified in the Purchase Order, or as instructed by Glamox.

9.2 The Products shall be delivered properly packed and marked in accordance with the requirements in the Purchase Order. Supplier shall ensure that each Delivery is accompanied by a delivery note which shows at minimum the clear product description, Purchase Order number, Glamox item code number, Supplier's (or manufacturer's) part number, commodity code, country of origin, customs status, date of Purchase Order, number of packages and contents and, in the case of part delivery, any outstanding balance remaining. Early deliveries may be returned at the Supplier's expense.

9.3 Delivery will not be considered completed without all documentation that is necessary for marketing, use, reassembly or maintenance or other use for intended purposes of the Deliverables.

9.3 If Supplier has reason to believe that the delivery of any part or all of the Deliverables is to be delayed beyond the agreed Delivery Date, it shall immediately inform Glamox in writing. Such notice shall include the reason and the extent of the delay and shall state the corrective actions initiated to reduce the delay. If Supplier's corrective actions are insufficient, Glamox may require that Supplier takes additional measures to expedite delivery. All costs will be for Supplier's account.

9.4 If the Deliverables are not delivered on the Delivery Date, Glamox may at its option and without prejudice to any other rights which it may have, exercise the following options:

- (i) cancel the Purchase Order in whole or in part;
- (ii) refuse to accept any subsequent Delivery of the Products which the Supplier attempts to make;
- (iii) instruct another contractor to complete the Purchase Order and recover from the Supplier any expenditure reasonably incurred by Glamox for such substitute Products; and/or
- (iv) claim liquidated damages as provided in Clause 9.5.

9.5 If the Deliverables are not Delivered on the Delivery Date, Supplier shall pay liquidated damages to Glamox, within ten (10) calendar days of demand and without any proof of loss. Liquidated damages shall be 0.25% of the Agreement Price per calendar day up to a maximum cumulative limit of 20% of the Agreement Price. Liquidated damages are agreed by the Parties as a genuine pre-estimate of Glamox' loss due to the delay of Supplier and shall not be construed as a penalty or other unenforceable sum.

9.6 If the Products delivered to Glamox are in excess of the quantities ordered, Glamox shall not be bound to pay for such excess which shall be held by Glamox at the Supplier's sole risk and expense. If the Supplier fails to collect such excess from Glamox within seven (7) calendar days of delivery, Glamox shall consider them abandoned and may dispose or sell at its discretion.

9.7 If the Products are damaged or lost in transit, Delivery shall not be deemed to have taken place until replacement or repaired Products have been Delivered to Glamox' satisfaction. All costs for such replacement, repair, including any transportation and storage costs will be for Supplier's account.

9.8 If, on account of defective products or incomformities, Glamox deems it necessary to carry out an inspection of any or all Deliverables delivered under the Purchase Order, this shall be effectuated after notification to the Supplier, at Supplier's expense. Supplier shall compensate Glamox for the cost of such inspection or, if Glamox so chooses, Glamox may set off the compensation amount from any payable sum to the Supplier.

9.9 No actions taken by Glamox in accepting, checking, verifying, reviewing, consenting to, approving, testing, inspecting the Products or Services, or the like shall in any way relieve Supplier from its obligations or liabilities as stated in the Agreement.

10. TITLE

10.1 Title to the Deliverables shall pass on to Glamox at Delivery.

10.2 Drawings, specifications, manuals and the like which are sent from Glamox to Supplier, remain the property of Glamox and shall not be copied or given to any third party without Glamox' written approval.

11. WARRANTY

11.1. The Supplier represents and warrants that:

- (i) it possesses the skill, organization, personnel and all other resources necessary for the provision of the Deliverables and fulfilment of the Agreement;
- (ii) all Deliverables supplied under the Agreement will:
 - (a) be fit for their intended purposes as specified by Glamox in the Purchase Order or, if no such intended purpose is specified in the Purchase Order, their ordinary purpose;
 - (b) be free from defects in material, workmanship, and design, even if the design has been approved by Glamox;
 - (c) fully conform to any designs, codes, standards and specifications, drawings or samples furnished or specified by Glamox and/or any statement or undertaking made by the Supplier or its agents prior to the issuance of the Purchase Order, at Glamox' option;

- (d) be in accordance with all Applicable Laws;
- (e) be of merchantable quality;
- (iii) in addition, all Products supplied under the Agreement will
 - (a) be in factory-new condition unless otherwise specified in writing and
 - (b) have clean title and be without liens or other encumbrances.
- (iv) in addition, all Services supplied under the Agreement will
 - (a) be supplied with all due care and diligence and with the skill to be expected of a professional contractor experienced in the types of services to be carried out under the Purchase Order.

11.2 During the applicable Warranty Period as defined in Clause 11.3, where Supplier is in breach of the warranty in Clause 11.1, Glamox shall notify Supplier in writing of the breach and Supplier shall at its own risk and expense, within seven (7) calendar days of the date of such notice, commence at Glamox' option to either replace or repair the Deliverables or any part thereof found to be defective. The Supplier shall, at its own risk and expense, without undue delay, retrieve, repair, redeliver and re-install such Deliverables (or part thereof). A further twelve (12) month warranty shall be given by the Supplier for the Deliverables thereafter.

11.3 The Warranty Period shall be minimum twenty-four (24) months from Delivery. For Deliverables listed in Annex "Products with Extended Warranty" the Warranty Period shall be no less than sixty (60) months from Delivery. If a Product is not individually directly marketed to end-customers by Glamox but instead incorporated into products assembled by Glamox or incorporated into Glamox products, or after Delivery stored by Glamox due to any other reason, the Warranty Period for such Product shall be extended to cover the period from Delivery until the moment the Product is delivered to Glamox' end-customer, which may not exceed six (6) months.

11.4 If such remedial work as specified in Clause 11.2 is not commenced within the seven (7) calendar days' time period, or if the Supplier fails to successfully rectify the breach complained within a reasonable period of time, then Glamox may, at Supplier's cost, perform the remedial work itself or engage third parties to do the same, without prejudice to any other rights or remedies of Glamox.

11.5 All warranty claims against the Supplier may entail payment of claim handling fee to Glamox in the amount of 100 EUR per warranty claim.

11.6 Without prejudice to any other rights Glamox may exercise, Glamox may choose to invoke the following:

- (i) If defective Deliverables are found during inspection or in a production, and the total value of defective Deliverables does not exceed € 200 per Purchase Order, Glamox has a right to scrap such Deliverables immediately after giving 14 days' notice to the Supplier. Supplier will issue a credit note concerning the total value of scraped items on monthly basis;
- (ii) For any claim Glamox requires a claim handling report [supplier format (equal to 8D principle) is allowed] and if Supplier fails to respond within 24 hours for critical issues for section 1 of the 8D report and/or 10 business days for full root cause and final corrective action for section 2 and 3 of the 8D, Supplier will be deemed to have accepted the warranty claim and all warranty costs suffered by Glamox' customer, and all other costs and expenses of Glamox, will be the sole responsibility of the Supplier.

11.7 Supplier shall obtain third party warranties from any member of Supplier Group consistent with this Clause 11.

12. INDEMNIFICATIONS

12.1 Glamox will be liable for, defend, indemnify and hold Supplier Group harmless against all liabilities, costs, expenses (including legal fees), damages and losses suffered or incurred by Glamox Group arising out of, or in connection with (i) except as expressly provided for herein, damage to, or loss or destruction of any property of Glamox Group; and (ii) for injury to or death of any personnel, agents, employees and contractors of Glamox Group regardless of the negligence or willful act or omission of the Supplier Group.

12.2 Supplier will be liable for, defend, indemnify and hold Glamox Group harmless against all liabilities, costs, expenses (including legal fees), damages and losses suffered or incurred by Glamox Group arising out of, or in connection with (i) damage to, or loss or destruction of any property of Supplier Group, (ii) damage to, or loss or destruction of any property of Glamox Group whilst in the care, custody or control of Supplier Group; and (iii) for injury to or death of any personnel, agents, employees and contractors of Supplier Group. regardless of the negligence or willful act or omission of Glamox Group. Supplier shall ensure that other entities in Supplier Group waive their right to make any claim against Glamox Group when such claims are covered by Supplier's obligation to indemnify pursuant to the provisions of this Clause 12.

12.3 Supplier shall indemnify and hold Glamox Group harmless against all liabilities, costs, expenses (including legal fees), damages and losses suffered or incurred by Glamox Group arising out of or in connection with any claim made against Glamox Group by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Deliverables, to the extent that the defect in the Deliverable is attributable to any member of Supplier Group.

12.5 Supplier shall be liable for the payment of all taxes, charges, duties, or imposts assessed or levied by any governmental or other taxing authority against Supplier or against Glamox in relation to any payments made to or earned by Supplier and

Supplier shall be liable for the collection and payment of all present and future payroll / employment taxes, levies or assessments including, without limitation, national insurance and other employee benefits imposed by any governmental or taxing authority and arising from the employment of any person by Supplier. Supplier shall indemnify and hold Glamox harmless for any claim, loss or damage for Supplier's tax obligations herein.

12.6 Supplier will be liable for, defend, indemnify and hold Glamox Group harmless from all liabilities, damages, costs and expenses arising out of Supplier's breach of any Applicable Law.

13. INSURANCE

13.1 Prior to commencement of performance, Supplier will arrange at its own expense at least the types and limits of insurance specified in Clause 13.4, which are required to be in effect throughout the duration of the Agreement. All insurance will be arranged with substantial insurers with A rating from AM Best, Moodys or Standard and Poor's.

13.2 Satisfaction of the obligation to procure insurance and perform other actions in connection with this Clause 13 will not relieve Supplier Group of any obligations or liabilities.

13.3 Glamox may require Supplier to provide certificates of insurance, evidence of policy exclusions and endorsements acceptable to Glamox, or other proof of insurance. Glamox reviewing or accepting any certificate, insurer, or terms or limits of insurance proposed by Supplier, will not relieve Supplier of any obligations or liabilities.

13.4 Insurance Requirements

(i) Employer's Liability and Worker's Compensation Insurance

(a) Supplier will arrange employer's liability coverage for personal injury to or death of employees of Supplier, who are engaged in the performance of the Agreement, to the minimum limit required by any applicable legislation, including extended cover (where required) for working offshore, but in any case, in an amount not less than EUR 5,000,000 per occurrence.

(b) Supplier will arrange worker's compensation insurance only where required in the jurisdiction in which scope is to be supplied or where required in the location where Supplier's personnel are employed.

(ii) General Third Party Liability and Product Liability Insurance

Supplier will arrange third party liability insurance and products liability insurance, including coverage for sudden and accidental pollution, contractual liability and completed operations, for any incident or series of incidents covering the operations of Supplier in the performance of the Agreement, in an amount not less than EUR 10,000,000 per occurrence.

(iii) Professional Indemnity Insurance

If applicable to the service provided Supplier will arrange Professional Indemnity insurance covering the operations of Supplier in the performance of the Agreement, in an amount not less than EUR 10,000,000 per occurrence. This insurance must be maintained at least 5 years after completion of this Agreement.

(iv) Third Party and Passenger Liability Insurance

Supplier will arrange third party and passenger liability insurance as may be required by applicable law or similar regulation in the countries of use for motor vehicles used by Supplier in connection with the execution of Agreement, in an amount not less than USD \$5,000,000 per occurrence.

(v) Marine Cargo Insurance

Supplier will arrange "All-risk" Marine Cargo Insurance covering 110% of the shipment value. Cover must include temporarily storage.

(vi) Additional Insurance Requirements

Supplier will arrange such further insurance as may be required under applicable laws.

13.5 In the event that Supplier fails to provide any of its insurance set forth in this Clause 13 or should any insurance be cancelled, terminated, Glamox may consider this a material event of default and terminate the purchase order or have the right (not the obligation) procure the requisite insurance at Supplier's own cost.

13.6 Supplier shall ensure that its and its Group's insurers waive all rights of subrogation against Glamox Group, that Glamox is added as an additional insured to all insurance policies, that all policies of Supplier shall be primary and contain a cross indemnity clause. Supplier shall ensure that Glamox is notified in writing at least 30 days before the insurance is due to expire.

14. LIMITATION OF LIABILITY

Neither Party shall be liable for the other Party's indirect or consequential loss under the governing law of the Agreement such as, but not limited to, loss of earnings, loss of business opportunity, loss of profit, loss of use, stop in production or sale, and deprivation. This limitation of liability shall not apply to: (i) any liability of the Supplier in relation to Clauses 12, 16, and 20 (ii) fraud, gross negligence or willful misconduct of the liable Party.

15. DURATION, TERMINATION AND SUSPENSION

15.1 The validity term of the Agreement shall be three (3) years unless otherwise specified in the Frame Supply Agreement.

15.2 Either Party may terminate the Agreement if the other Party is deemed bankrupt or insolvent, a receiver, liquidator, trustee, or encumbrancer is appointed over the other Party, or if a petition is presented for the appointment of an administrator of the other Party.

15.3 Glamox may at its option terminate or suspend the Agreement, and Supplier shall indemnify Glamox against all costs incurred by Glamox in connection with such termination or suspension, if the Supplier breaches any of its obligations to Glamox

15.4 The Supplier shall be entitled to terminate the Agreement due to material breach if Glamox without due cause has delayed payment for more than 180 days.

15.5 Glamox may terminate the Agreement at any time at its convenience without any Supplier fault. If a Purchase Order is so terminated, Glamox shall pay the Supplier for all Deliverables satisfactorily completed up to the date of termination as full and final settlement of all amounts owing and Supplier shall release and waive any claims it may have against Glamox arising thereafter from the Agreement.

15.6 Glamox may, at any time and at its sole discretion and without cause, suspend performance of the Deliverables or any part thereof by written notice to Supplier. Such notice shall specify arrangements in connection therewith and, if possible, the anticipated period of suspension. Supplier shall resume its activities on the suspended Deliverables when instructed to do so by Glamox. The date of resumption of the Deliverables shall be determined by Glamox with due consideration to the plan for remobilization and the agreed stand-by arrangements. During the period of suspension, Glamox' payment obligations shall be correspondingly suspended.

15.7 If Glamox suspends performance of the Deliverables without cause, Glamox shall reimburse Supplier all reasonable costs for acting in accordance with such notice.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 All copyrights, design rights, patents, patent applications, trademarks, trade secrets and other intellectual property rights ("IP Rights"), owned by a Party prior to the Agreement shall continue to be owned by that Party, including any development of such owned IP Rights. Supplier hereby grants Glamox an irrevocable, world-wide, royalty-free, transferrable license to use the IP Rights in the Deliverables for the proper use of the Deliverables. This right includes the right of Glamox to freely use all Product pictures and Product information provided by Supplier in its sales and marketing activities. Nothing herein shall grant the Supplier any right, title or license to any of Glamox' IP Rights.

16.2 In the event the Supplier makes an improvement to any Glamox product, Glamox shall be entitled to full ownership of any such improvements. The Supplier agrees to promptly disclose any such improvements and hereby assigns to Glamox all intellectual property rights thereto. The Supplier further agrees to provide reasonable assistance to Glamox, at Glamox' expense, for securing all intellectual property rights pursuant to this Clause 16.2.

16.3 Supplier shall indemnify and hold Glamox Group harmless against all damages, losses, costs, claims or expenses (including legal fees) arising from any claim, demand or suit related to or in connection with any actual or alleged infringement of any IP Rights arising from Supplier's performance under the Agreement, including the supply or use of the Deliverables. If requested by Glamox, Supplier shall assist and defend Glamox, at the Supplier's expense, in disputes in which Glamox is involved as a consequence of said infringement.

17. TOOLING

17.1 Special tools and equipment provided by the Supplier to be used in fulfillment of the Agreement, shall, when wholly or partly paid for by Glamox, become the property of Glamox ("**Tooling**").

17.2 The Supplier shall mark the Tooling with a clear reference as Glamox' property. The Supplier shall not, without the prior written consent of Glamox, surrender Tooling to third parties or apply the Tooling for any other purpose than to be used in fulfillment of the Agreement. During the term of Agreement, the Supplier shall take care of repairs, storage, servicing and insurance related to the maintenance of the Tooling during the warranted lifetime of the Tooling at Supplier's cost. Upon termination of the Agreement, the Supplier shall return the Tooling to Glamox and upon Glamox' receipt of the Tooling, Supplier shall no longer bear any responsibility for maintenance the Tooling.

18. FORCE MAJEURE

18.1 Force majeure means an occurrence beyond the control of the Party affected such as invasion, war, acts of foreign enemies, acts of terrorism, civil war, rebellion, pandemics, unusually severe natural physical disasters, strikes or industrial disputes at a national or regional level, excluding strikes and industrial disputes related to the activity of Supplier Group, always provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Agreement and could not reasonably have avoided it or overcome its consequences.

18.2 A Party shall not be considered in breach of the Agreement to the extent it is proven that it was unable to fulfil its contractual obligations due to force majeure. Each Party shall cover its own costs resulting from force majeure.

18.3 The Party invoking force majeure shall notify the other Party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.

18.4 If the Supplier cannot complete Deliverables due to force majeure for a period of thirty (30) days, Glamox may terminate upon written notice and Supplier shall be paid in proportion to the amount of completed Deliverables.

19. CONFIDENTIALITY

19.1 All information and data exchanged between the Parties shall be treated as confidential. The Parties shall keep all such information strictly confidential, and shall use commercially reasonable efforts to maintain the secrecy of such information, and not divulge or authorize its agents or subcontractors or their employees to divulge any information or data so obtained to a third party without the other Party's written permission, unless such information:

- (i) was already in the unrestricted possession of the Party in question at the time the information was received;
- (ii) was or becomes part of the public domain, without violation of confidence by the receiving Party, at the time of information was received;
- (iii) was rightfully received from a third party without an obligation of confidentiality; or
- (iv) is required to be disclosed by Applicable Law.

19.2 The obligations under this Clause shall survive the expiry or termination of the Agreement for a period of five (5) years.

20. COMPLIANCE AND BUSINESS ETHICS

20.1 General

(i) In the performance of its obligations under the Agreement, the Supplier shall establish and maintain appropriate business standards, procedures and controls, including those to avoid any real or apparent impropriety or adverse impact on the interests of Glamox and to comply with all Applicable Laws. Supplier shall implement controls reasonably designed to adhere to the obligations set out in this Clause 20.

(ii) Supplier shall immediately report to Glamox any act or omission which may be seen as a breach of this Clause 20. In such event, Supplier shall give Glamox access to all documents which in Glamox' reasonable opinion may be relevant to determine whether such breach has occurred. Supplier shall require that any subcontractor with whom Supplier enters or has entered into an agreement for the supply of Deliverables, in connection with performance of the Agreement, agree to and comply with contractual provisions substantially identical to those contained in this Clause 20, and that such subcontractor ensures that its contractors and subcontractors, insofar as involved in performance of the Agreement, agree to and comply with contractual provisions consistent with those contained in this Clause 20.

(iii) Supplier shall upon Glamox' request provide a written statement to Glamox confirming that it complies and has complied with all obligations set out in this Clause 20. Glamox shall at any time have the right to conduct audits of Supplier in order to verify that Supplier complies with the obligations set out in this Clause 20. Upon Glamox' request, Supplier shall facilitate and assist Glamox with regard to such audits, including granting timely access to documentation and its premises and shall use best efforts to ensure Glamox' access to documentation and the premises of Supplier's subcontractors.

(iv) Supplier undertakes it has read and will comply with Glamox' Code of Conduct, and Glamox' Responsible Business Partner Policy, which are available on Glamox' website under the following links: <https://glamox.com/corporate/code-of-conduct> and <https://glamox.com/corporate/responsible-business-partner-policy>

(v) In the event of any breach or suspected breach of this Clause 20, Glamox may take such steps and actions as it deems necessary, including immediate suspension, audit, and termination. Supplier shall be liable for all costs, damages or expenses of Glamox Group related to a breach or suspected breach of this Clause 20.

(vi) Supplier shall indemnify and hold harmless Glamox from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to Supplier Group's noncompliance with this Clause 20.

20.2 Export control and sanctions

(i) This Agreement and any Delivery under it is subject to applicable export control and sanctions laws and regulations and in particular, without prejudice to the generality, those of the United Kingdom, Norway, the European Union, the United States

and any other laws or regulations that apply from time to time in relation to any specific subject matter or person (whether a natural person or not).

(ii) Supplier shall ensure the Deliverables (including any software or corresponding documentation, regardless of the mode of provision) shall comply with all applicable national and international import and export control and sanctions laws and regulations.

(iii) Prior to any Delivery hereunder Supplier shall ascertain and guarantee by appropriate measures that:

- (a) There will be no infringement of an embargo imposed by the United Kingdom, Norway, the European Union, by the United States and/ or the United Nations by such Delivery, by brokering of contracts concerning the Delivery, or performing the Deliverables;
- (b) The Products or Services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;
- (c) The regulations of all applicable Sanctioned Party Lists of the Norway, UK, European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered;
- (d) Supplier can, if required by Glamox, promptly provide all information pertaining to any export control and sanctions restrictions existing.

20.3 Anti-corruption

(i) Supplier warrants that it has adequate procedures in place for the purpose of ensuring that it complies with the requirements of US Foreign Corrupt Practices Act, Norwegian Penal Code, the UK Bribery Act, UK Modern Slavery Act and all other Applicable Laws related to corruption, bribery and compliance. In particular, without limiting the generality of the foregoing, the Supplier shall not: (a) offer or give or agree to give to any person any gift, consideration or benefit of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the Agreement, or at all; or (b) induce or attempt to induce any officer, servant or agent of any private or public body to depart from its/her duties to his/her employer nor be involved with any such arrangement; or (c) pay any facilitation payment as defined in the UK Bribery Act or Applicable Laws, or similar payment.

(ii) Supplier warrants that all invoices, vouchers, financial settlements, billings, reports and associated supporting documentation it keeps or provides to Glamox shall be complete and truly reflect the facts about all activities and transactions to which they pertain.

20.4 Anti-money laundering and terrorist financing

Supplier represents and warrants that any member of Supplier Group, insofar as involved in performance of the Agreement:

- (a) have conducted and will conduct all activities in compliance with anti-money laundering statutes, legislation and governmental directives applicable
- (b) have not and will not conceal or disguise the origin, source, location, disposition, movement or ownership of property knowing that such property is the proceeds of crime; and
- (c) have not and will not engage in transactions with, or provide resources or support to, individuals or organizations associated with terrorism.

20.5 Human rights

Supplier shall take effective measures to ensure that its performance of the Agreement respects human rights consistent with the United Nations Guiding Principles on Business and Human Rights (2011). To this effect, Supplier, in connection with performance of the Agreement, shall:

- (a) take all reasonable steps to avoid, or otherwise appropriately address or remedy, including through the establishment of appropriate grievance mechanisms, adverse impacts on human rights which any member of Supplier Group may cause or contribute to;
- (b) take reasonable steps to seek to prevent or mitigate adverse human rights impacts to which any member of Supplier Group operations, products or services are directly linked through a business relationship; and
- (c) take all reasonable measures in order to ensure that no officer, director, agent, representative or employee of Supplier or affiliates take part in or support, whether through acts or omissions, modern slavery pursuant to the UK Modern Slavery Act 2015 or any other applicable bodies of law.

20.6 Fair competition

Supplier shall not engage in any anticompetitive business practice aimed at limiting or impairing full and open competition for Deliverables provided by Supplier to Glamox, such as price-fixing, bid-rigging, market sharing or abuse of market power.

20.7 Data protection

To the extent Supplier processes personal data under the Agreement, Supplier warrants and represents compliance with all applicable data protection laws and regulations. Supplier shall not process personal data on behalf of Glamox without Glamox' written consent which may be subject to additional terms and conditions concerning Supplier's processing of personal data.

21. PERFORMANCE SECURITY

21.1 If requested by Glamox, Supplier shall submit a bank guarantee equal to 10% of the Agreement Price. This guarantee shall be issued from a bank approved by Glamox, and shall be valid for the duration of the Deliverables and any warranty period provided herein.

21.2 If requested by Glamox, in addition to any bank guarantee, Supplier shall provide a guarantee from the ultimate parent of Supplier guaranteeing the performance of all Supplier's obligations and liabilities for the Deliverables.

21.3 If Supplier does not provide the requested guarantees within the time period provided, Glamox may terminate the Agreement immediately for cause.

22. GENERAL

22.1 Supplier shall not assign or novate any of its rights or duties of the Agreement without prior written consent of Glamox.

22.2 No amendment or variation of the Agreement shall be effective unless it is signed by an authorized representative of both Parties.

22.3 The Parties shall maintain control over and responsibility for their respective employees and contractors engaged under the Agreement. At no time shall any personnel of either Party be construed as the employee, agent or representative of the other or of any other entity. All wages, payments, liabilities, taxes and insurance for personnel shall be the sole responsibility of the Party employing such personnel.

22.4 If any part of any Clause of these Terms is held or determined invalid or unenforceable, the remainder of such provision and all other provisions of the Terms shall remain valid and enforceable to the fullest extent permitted by law.

22.5 Any release, delay or waiver by Glamox in favor of the Supplier of any (or part of any) of its rights, power or privileges under the Agreement shall only be binding if it is given in writing. Any binding release, delay or waiver shall be confined to the specific circumstance in which it is given and not affect any other enforcement of the same right or the enforcement of any other right by or against any of the Parties and be revocable at any time in writing.

22.6 Headings are included for convenience only and shall not affect the interpretation or construction of the Agreement.

22.7 This Agreement shall inure to the benefit of and bind the respective successors, heirs, representatives and permitted assigns of the Parties.

23. LAW AND JURISDICTION

23.1 This Agreement shall be governed by and construed in accordance with laws of Norway.

23.2 In any dispute arising out of, or in connection with the Agreement, the Parties shall first seek to resolve the dispute amicably. If the dispute cannot be settled amicably, the dispute shall be finally decided by arbitration according to the Norwegian Arbitration Act of 14 May 2004 no. 25 and pursuant to the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.