BMI GENERAL TERMS AND CONDITIONS OF PURCHASE ("BMI GTCs")

"Buyer" means the BMI legal entity specified on the Purchase Order. "Supplier" means the party selling the applicable Products or Services to Buyer. By selling Products and Services to Buyer, Supplier agrees that the BMI GTCs apply to Buyer's purchases. Any modifications to these terms and conditions must be in writing and signed by Buyer. "Purchase Order" is the printed instruction stating our full requirements, which will quote a unique Purchase Order Number which must be quoted on all correspondence. References to (i) "Products" include items and related services specifically provided for in the Purchase Agreement (as defined below) purchased by Buyer from Supplier; (ii) "Services" means services specifically set out in the Purchase Agreement performed by Supplier.

1. **TERMS AND CONDITIONS OF PURCHASE**. (a) Any Products or Services purchased from Supplier by electronic, paper or any other form of transmission, are purchased subject to the following: (i) if Supplier and Buyer already have a fully-signed purchase/supply agreement currently in effect with Buyer, then the terms of that agreement shall prevail over the BMI GTCs; and (ii) if there is not already a fully-signed purchase agreement currently in effect between Supplier and Buyer, then the BMI GTCs together with the Purchase Order shall constitute the "Purchase Agreement". (b) Supplier shall provide in a timely manner written confirmation to Buyer that Supplier either accepts or rejects the Purchase Order sent by Buyer. Any amendment to the Purchase Order made by Supplier shall be accepted by Buyer only in writing. Any Purchase Order accepted by Supplier will become, together with the BMI GTCS, a legally binding Purchase Agreement. (c) The Supplier personnel shall at no time be deemed to be employed or otherwise engaged by Buyer. (d) Buyer may assign any Purchase Agreement to any legal entities which are part of the group of companies that it belongs to. (e) Supplier may not assign or subcontract its obligations under the Purchase Agreement without the prior written consent of Buyer, and if Supplier does so, the assignment or subcontract will be void. In case of subcontracting, Supplier will remain liable for all acts or omission of its subcontractors.

2. **PRICING; PAYMENT**. (a) Unless otherwise provided elsewhere in the Purchase Agreement, prices are: (i) stated in Euros; (ii) not subject to increase for the duration of the Purchase Agreement; (iii) DDP (INCOTERMS 2020) at a facility specified by Buyer; and (iv) inclusive of all charges (incl. insurance). No extra charges of any kind, including, but not limited to, surcharges, will be allowed unless first specifically agreed to by Buyer in writing. (b) Unless otherwise provided elsewhere in the Purchase Agreement, payment will be net 75 days from the later of the date of Buyer's receipt of (i) an undisputed invoice; or (ii) conforming products as applicable. Invoice date must not precede shipping date. (c) Supplier represents and warrants that the prices for the Products shall not be less favorable than prices applicable to sales by Supplier to any other customer purchasing like quantities of substantially comparable products.

3. **TRANSPORTATION; DELIVERY.** (a) Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Supplier will promptly notify Buyer in writing if Supplier anticipates difficulty in complying with a required delivery date. Buyer has no obligation to accept deliveries that are not made on the required delivery date. If Supplier fails to meet a required delivery date, Buyer may procure replacement Products or Services and Supplier will be liable to Buyer for all costs incurred by Buyer as a result of such failure. (b) Unless otherwise provided elsewhere in the Purchase Agreement, title and risk in the Products or Services shall pass directly to the Buyer from Supplier, immediately upon delivery. Supplier shall have no rights of retention of title, and Supplier will convey good title to the Products, free of any liens or encumbrances. (c) Supplier will be solely responsible for all demurrage charges resulting from Supplier's actions or inactions in delivering Products as specified herein.

4. **INSPECTION.** Buyer may inspect and test all Products, Services and all materials, equipment and facilities utilized by Supplier in producing Products or performing Services. Supplier shall submit for approval before use samples of the whole or any part of the Products (including any materials, components, packaging, and labelling). Supplier must keep and retain complete, clear, accurate and up-to-date records relating to the performance of Purchase Agreement (incl. technical documentation and any declarations of conformity / declarations of Performance) for at least 6 years after the end of the Purchase Agreement or such longer period as required under any relevant laws. Unless otherwise agreed by Buyer in writing, Supplier will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each Product lot shipped.

5. **WARRANTIES.** (a) In addition to any warranty implied by fact or law, Supplier represents, warrants, certifies and covenants that all Products and Services will be: (i) free of any claims by third parties; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; (iii) free from any and all defects, latent or patent; and (iv) of satisfactory quality and fit for any purpose held out by the Supplier and made known to the Supplier by Buyer. (b) Supplier further warrants it has good title to the Products and that all (x) Products will be of merchantable quality, and (y) Services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. (c) Unless otherwise provided by law, the above representations, warranties, certifications and covenants will be in effect for a period of twelve (12) months from the date of receipt of conforming Product by Buyer from the date of final acceptance of Services by Buyer; provided however, that where a latent defect is discovered, the above representations, warranties, certifications and covenants will be in effect for a period of twelve (12) months from the earlier of the date of discovery by Buyer of a latent defect in Supplier's Product or Services or the date such latent defect should reasonably have been discovered by Buyer with the exercise of reasonable diligence. (d) If any Products or Services fail to conform to the above representations, warranties, certifications and covenants, then Supplier, at Buyer's option, will: (1) with respect to Products, replace or repair the nonconforming products; (2) with respect to Services, re-perform all Services necessary to correct any such nonconformity; or (3) refund the purchase price of the nonconforming Products or Services and any related costs incurred by Buyer. (e) Any replacement Products or Services also will be subject to the above representations, warranties, certifications, covenants and warranty periods. The warranty period for repaired Products or Services will be extended to account for the time lapsed until the repair was completed. If Supplier does not replace, repair or re-perform, as applicable, within a reasonable time after notice of such nonconformance, Buyer may do so at Supplier's expense. (f) Any rights or remedies of Buyer set forth in the Purchase Agreement are not exclusive and Buyer also has all rights and remedies available under applicable law.

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6. **QUANTITY TERMINATION; ORDER CHANGES.** (a) Buyer may, by written notice to Supplier, terminate its purchase of any quantity of Products or Services (i) for convenience, (ii) if Supplier fails to complete or deliver any part thereof when required, and/or (iii) if Supplier is in breach of any term of the Purchase Agreement, including, without limitation, any provision of Sections 7, 8 or 9 below. If terminating for convenience, Buyer will pay Supplier termination charges equal to the cost of materials and labor incurred (and not otherwise mitigated) on ordered Products or Services prior to the date of Buyer's termination notice; provided Supplier takes all steps reasonably necessary to mitigate such costs. Supplier will notify Buyer, in writing, specifying the actual termination charges within thirty (30) days after termination. If termination is due to a failure of completion of delivery or breach of any material term of the Purchase Agreement, no termination charges will apply and Buyer may procure substitute products or services and Supplier will be liable to Buyer for all costs incurred by Buyer as a result of such failure or breach. (b) Prior to shipment or completion, Buyer may request changes with respect to the Products or Services to be provided, including, but not limited to, changes in method of shipping or packing, time or place of delivery and increases in delivered quantity. Supplier will promptly notify Buyer of any resulting increase or decrease in cost and Buyer and Supplier will agree on any price adjustment before implementing any such change. In the absence of such agreement, Buyer shall have the sole option to withdraw its request for any such change. (c) Supplier shall give Buyer as much advance notice as possible (and shall provide such details as are required by the Buyer) in the event it needs to change either the manufacturing process, or equipment or tools used to manufacture the Products to an alternative which may in any way impact the Products or the specification agreed.

7. **COMPLIANCE.** (a) Supplier represents, warrants, certifies and covenants that Supplier and its employees and contractors will comply with all applicable laws, rules, regulations (including the laws of the countries in which Products are produced) and orders in performing Supplier's obligations under the Purchase Agreement, including, but not limited to, environmental, health and safety laws and regulations, immigration laws, equal employment opportunity laws and regulations, child labor and anti-slavery laws, international sanctions, counter terrorist financing-related laws, anti-money laundering and fraud laws, and any laws or regulations regarding anti-bribery and anti-corruption including bribery of government officials. (b) While performing its obligations under the Purchase Agreement, Supplier shall comply, and shall procure that its personnel comply with Standard Industries' "Code of Conduct" and also any health, safety, and security-related requirements in effect at the delivery place. (c) Supplier will comply with all applicable trade and export control laws including: (i) applicable customs regulations; (ii) Council Regulation (EC) No. 428/2009; (iii) packaging and labelling laws; and (iv) UK, EU and US trade laws, and shall further provide to Buyer any such information as Buyer may reasonably be expected to require in order to ensure its own compliance with all of such laws. (d) To the extent that any Products transferred under the Purchase Agreement contain hazardous, harmful, toxic, explosive, dangerous or similar materials or components, Supplier will provide to Buyer all relevant information as required under any relevant law, rule or regulation, including any mandated labeling obligations, and any similar information-related laws and requirements in any other jurisdictions to which Buyer informs Supplier the Products are likely to be shipped. (e) From time to time, at Buyer's request, Supplier shall provide certificates to Buyer relating to compliance with any applicable legal requirements and the provisions of this paragraph 7. (f) The Supplier shall be responsible for paying its employees and for making any deductions required by law. (g) While performing its obligations under the Purchase Agreement, Supplier and Supplier's employees and contractors shall not undertake any act which: (i) would cause Buyer or any of Buyer's personnel to breach the sanctions and export control laws that are applicable to Buyer and Buyer's personnel (including the sanctions laws as administered by the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), the European Union and its member states, and HM Treasury in the UK (collectively, "Sanctions")); or (ii) could materially expose any person to a risk of becoming targeted with Sanctions. (h) On each day on which it performs any activities under or in connection with the Purchase Agreement, Supplier represents, warrants and certifies that neither Supplier nor any of its directors or officers is: (i) listed on any published list of persons targeted by Sanctions as may be produced by any regulatory authority from time to time; (ii) ordinarily located or resident in, or incorporated under the laws of, a country or territory targeted by comprehensive country-wide or territory-wide Sanctions; (iii) owned or controlled by, or acting on behalf or at the direction of, a person referred to in (i) or (ii); or (iv) otherwise an expressly designated target of Sanctions. (i) While performing its obligations under the Purchase Agreement (including whilst providing any Services), Supplier and Supplier's employees and contractors shall not directly or indirectly make, offer or promise any (i) bribe, influence payment, facilitation payment, kickback and/or grease payment; (ii) payment or gift to a public official, which is made, offered or promised to obtain business or a business advantage, where such public official is neither permitted nor required by the laws applicable to them to accept such payment or gift; and/or (C) other payment or gift of money or anything of value where the relevant act connected with such payment, gift or item is prohibited under any applicable anti-bribery law. (j) Supplier will immediately notify Buyer if Supplier receives or becomes aware of any matter that is prohibited by, or in breach of, this paragraph 7. (k) To the extent that any commitment, representation, undertaking or similar contained within this paragraph 7 would cause either Supplier or Purchaser to be in breach of Council Regulation (EC) No 2271/1996, the Supplier need not comply with or give that commitment, representation or undertaking, but only to the extent of the breach. (l) If Supplier subcontracts any part of its obligations under the Purchase Agreement, it shall ensure that each subcontractor is made subject to provisions equivalent to those as contained within this paragraph 7; (m) To the extent required, the Supplier warrants that it, and all sub-suppliers of substances used in relation to the Product, complies with the European Council Regulation (EC) No 1907/2006 ("REACH Regulation"), and European Council Regulation (EC) No 1272/2008 ("CLP Regulation") and any other chemical compliance rules and regulations relevant for the Products. The Supplier undertakes that all those substances incorporated in the Products which are subject to registration under the REACH Regulation, have been registered by the Supplier (and, where applicable, by all relevant sub-suppliers) covering the uses of Buyer, in accordance with the requirements of the REACH Regulation. For the avoidance of doubt, this undertaking also applies to any ancillary substances and/or products, such as coatings which may have been added to or incorporated in the Products, if any. The Supplier undertakes that it shall immediately inform Buyer in writing if any substance(s) incorporated in the Product is/are listed in the most up-to-date candidate list of substances of very high concern published by

European Chemical Agency (ECHA), in force as at the date of supply. The Supplier shall ensure at all times that Buyer is promptly provided with relevant and up-to-date Safety Data Sheet(s) in accordance with the requirements of the REACH Regulation and the CLP Regulation.

8. **CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS AND MATERIALS / ARTIFICIAL INTELLIGENCE ("AI").** (a) Supplier will treat as confidential and not disclose any information received from, or on behalf of, Buyer, or to which Supplier has access, in connection with the Purchase Agreement to any person not first authorized by Buyer in writing to receive it. Supplier will use such information only as necessary to fulfill its obligations under the Purchase Agreement. Upon termination of the Purchase Agreement, all such information will be returned to Buyer, or at Buyer's option, destroyed by Supplier. Supplier will not make any announcement or release any information concerning the Purchase Agreement to any other person or entity, including, but not limited to, the press or any official body, except as required by law (and then – where legally permissible- upon prior written notice to Buyer), unless prior written consent is obtained from Buyer. (b) All drawings, models, specifications and other documents and materials prepared by Supplier specifically in connection with the Products or Services will become Buyer's property and be delivered to Buyer, as part of the consideration for the Purchase Agreement, upon (i) completion, abandonment or postponement of the services or delivery of the products required by the Purchase Agreement, or (ii) termination of the Purchase Agreement. Supplier hereby assigns any and all rights that it has in and to all such drawings, models, specifications, documents and materials to Buyer. (c) Supplier shall not disclose, provide, transfer, submit, make available, use or otherwise process any information received from, or on behalf of, the Buyer, or to which Supplier has access, in connection with the Purchase Agreement, in any AI system other than a Restricted AI System, and will only process such information in a Restricted AI System after providing prior notice to the Buyer and only to the extent strictly necessary for Supplier to perform its obligations under the Purchase Agreement. "Restricted AI System" means an AI system that (i) is designed and operated to ensure that neither the AI input nor the AI output is disclosed to, shared with, accessed by or used by any party, including the AI system operators, AI system developers, third-party entities or other users, except the individual who submitted the AI input, the Buyer and its affiliates; (ii) implements encryption that meets or exceeds industry-standards for data at rest and in transit; (iii) is subject to contractual terms with the AI system provider that prohibit the provider from accessing, using, retaining or training on any such information; and (iv) complies with all relevant laws. (d) The Buyer owns all input to the AI system and output generated from it; In this regard (i) Supplier will not use any AI system that would result in the Buyer not owning any AI output or any drawings, models, specifications and other documents and materials prepared by Supplier specifically in connection with the Products or Services; and (ii) Supplier will not, use any information received from, or on behalf of, the Buyer, or to which Supplier has access, in connection with the Purchase Agreement, to train, test, improve, refine, enhance or develop the models of any AI.

9. **INTELLECTUAL PROPERTY INFRINGEMENT**. (a) Supplier represents, and warrants that the sale or use of the Products or Services provided to Buyer will not infringe, misappropriate or otherwise violate any patents, trademarks, copyrights or other intellectual property rights anywhere in the world. If any Product, Service or part thereof is held to constitute an infringement, Supplier will, at its expense, obtain for Buyer a license to use the product, service or part thereof or replace or modify the same, in a manner satisfactory to Buyer, so as to avoid the infringement. (b) Supplier shall not assert any of its patents or other intellectual property rights against Buyer or Buyer's affiliates, subsidiaries or customers worldwide in connection with any use of products, services or parts thereof provided to Buyer in the production, use, preparation, sale, or delivery of, or other action with respect to, the products or services of Buyer or Buyer's affiliates, subsidiaries or customers.

10. **QUALITY.** (a) Supplier will not change the manufacturing process, location of manufacture, raw materials or proportions of raw materials used in products delivered to Buyer under the Purchase Agreement unless Supplier notifies Buyer in writing of the change at least ninety (90) days before its implementation and Buyer agrees to the change in writing. Supplier will be liable for all costs, losses and damages that Buyer, its affiliates and subsidiaries and their respective officers, directors, employees and agents (collectively, the "Buyer Party(ies)") may incur or suffer if Supplier does not comply with the requirements of the preceding sentence. At Buyer's request, Supplier will provide samples of product produced with the proposed change to test in Buyer's manufacturing process. (b) Supplier will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of Products and Services.

11. **CUSTOMS AND TRADE.** (a) Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. All purchases under the Purchase Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Supplier will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration. In any case where Buyer agrees, in writing, to be the importer of record, Supplier will provide all information needed to effect customs entry into each country into which the Products are to be imported. (b) Supplier will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on products or articles manufactured from Products provided under the Purchase Agreement. (c) Supplier will accurately indicate the country of origin of the Products provided under the Purchase Agreement on the customs invoice and other applicable documentation.

12. **INSURANCE.** (a) **General**. Prior to the start of the delivery of Products or the performance of Services, Supplier shall arrange any insurance required by standard business practice and by law and, and maintain that insurance in effect throughout. Unless otherwise provided elsewhere in the Purchase Agreement, Supplier shall maintain during the duration of the Purchase Agreement Public Liability insurance for a minimum amount equal to € 5,000,000 on an "occurrence" basis for damage to property, financial loss and bodily injury. Any insurance will (i) be purchased with reputable insurers with a minimum A.M. Best Financial Strength rating of "A-(Excellent)"and (ii) not contain any deductible or self-insured retention above one hundred thousand Euros (€100,000), unless BMI approves otherwise in writing; and (iii) contain a waiver of the insurer's subrogation rights to bring claims against the Buyer; (b) **Products**. From the date of first sale of Products, Supplier shall maintain in full force and effect and for six (6) years following the date of Buyer's last acceptance of Products Product Liability insurance for a minimum amount equal to € 5,000,000 on an "occurrence" basis; (c) **Services**. In case of Services to be performed by the Supplier, Supplier shall also purchase, and

maintain in full force and effect and for a period as provided by law following the last date of Buyer's acceptance of the services Professional Liability insurance with a limit of € 2,000,000 and a retroactive date of at least the first date services are performed for Buyer or earlier; (d) **Additional Provisions**. The policies described in this Section 12 shall provide a worldwide coverage territory, respond to claims made anywhere in the world, and shall name the Buyer Parties as "additional insured" on a primary and noncontributory basis. No insurance will be deemed to be in effect until satisfactory certificates thereof are delivered to Buyer, containing provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or material change to, the policy. The Supplier shall as soon as reasonably practicable provide to the Buyer copies of such certificates of insurance as are requested by the Buyer from time to time. All policies shall contain a waiver of subrogation in favor of the Buyer Parties. Supplier will also require insurance from all of its subcontractors with at least the same coverage and limits stated herein and provide satisfactory certificates of insurance prior to allowing subcontractors to enter onto any of the Buyer Parties' premises.

13. **WAIVER/ SITE RULES/ INDEPENDENT CONTRACTOR/ WORK AUTHORIZATION.** (a) Supplier will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against the Products or Services provided under the Purchase Agreement or the premises of any of the Buyer Parties or the improvements thereon, and Supplier will fully defend, indemnify, hold harmless and reimburse the Buyer Parties with respect thereto. (b) Supplier will conform strictly to all of Buyer's site rules and regulations when performing Services on the premises of any of the Buyer Parties. It is Supplier's obligation to obtain a copy of Buyer's site rules. (c) It is agreed that Supplier, in rendering any services on the premises of any of the Buyer Parties, will be an independent contractor and that neither Supplier nor any principal, partner, agent or employee of Supplier is the legal representative of any of the Buyer Parties for any purpose whatsoever and has no right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of any of the Buyer Parties and neither Supplier nor any principal, agent or employee of Supplier shall be entitled to or be eligible to participate in any benefit program extended by Buyer, its affiliates or subsidiaries to their employees. (d) All Supplier's employees providing services under the Purchase Agreement must be authorized to work in the jurisdiction where the Services are performed.

14. **INDEMNIFICATION.** Supplier will fully defend, indemnify, hold harmless and reimburse the Buyer Parties and their shareholders, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including, but not limited to, litigation costs and expenses and attorneys' fees, arising out of, related to, or resulting from: (a) any breach of any representation, warranty, certification, covenant or agreement made by Supplier in the Purchase Agreement; (b) any negligence or willful misconduct of Supplier, its affiliates, subsidiaries and/or their respective officers, directors, employees, and/or agents (the "Supplier Party(ies)") in connection with performance under the Purchase Agreement; (c) death or bodily injury, or the damage, loss or destruction of real or tangible personal property of third parties, caused by any Supplier Party; (d) any litigation, proceeding or claim by any third party, including, but not limited to, any of the Supplier Parties, relating to the obligations of Supplier (including specification of the Product) under the Purchase Agreement; and (e) any of the Supplier Parties' use, control, ownership, or operation of their respective businesses and facilities.

15. **BUYER'S PROPERTY.** Unless Buyer otherwise agrees in writing, all tools, equipment or other materials furnished to Supplier by Buyer are the personal property of Buyer. Supplier will adequately identify Buyer's property and safely store it separate and apart from Supplier's property. Supplier will not substitute any property for Buyer's property and will use such property only in fulfilling its obligations under the Purchase Agreement. While in Supplier's care, custody or control, Buyer's property will be held at Supplier's risk, kept insured by Supplier at Supplier's expense, and subject to removal at Buyer's request. Furthermore, Buyer shall not be liable for, nor have any obligation to insure against, any loss or damage to the Supplier Parties' (or any of their subcontractors') tools, machinery, equipment and other personal property. Supplier, on behalf of the Supplier Parties, hereby waives their and their insurers' rights of subrogation against the Buyer Parties for damage or destruction to such property, and shall require all subcontractors to waive subrogation rights as well.

16. **SET-OFF.** Buyer may set off any amount owing at any time from Supplier or any of Supplier's affiliates or subsidiaries to Buyer or any of Buyer's affiliates or subsidiaries against any amount payable at any time by Buyer under the Purchase Agreement.

17. **FORCE MAJEURE.** (a) Any non-performance or delay in performance of any obligation of Buyer or Supplier under the Purchase Agreement will be excused to the extent such failure or non-performance is caused by "Force Majeure." "Force Majeure" means any cause preventing performance of an obligation under the Purchase Agreement which is beyond the reasonable control of Supplier or Buyer, and which, by the exercise of due diligence, could not be overcome, including, without limitation, fire, flood, sabotage, shipwreck, nuclear, chemical or biological contamination or sonic boom, epidemic situation, explosion, strike or other labor trouble, accident, riot, acts of a governmental authority, and acts of God - but excludes, without limitation, the failure or damage of, or to, facilities, transport or equipment as a result of a failure to maintain and non-performance by their suppliers or subcontractors arising other than as a result of circumstance within this definition. (b) If Buyer or Supplier is affected by Force Majeure, it will (i) promptly provide written notice to the other party, explaining the full particulars and the expected duration of the Force Majeure and (ii) use its commercially reasonable efforts to remedy the interruption or delay. In the event of Force Majeure, notwithstanding any other provision of the Purchase Agreement, Buyer will have the right to purchase Products and Services from other sources during the period of Force Majeure. (c) If a Force Majeure extends for more than sixty (60) days, the Purchase Agreement may be terminated by Buyer upon written notice without any liability on its part. The Buyer may also terminate the contract at any time (and without any liability on its part) if such termination is required in order to ensure its ongoing compliance with applicable law. (d) If a Force Majeure Event causes delay or non-performance under any Purchase Agreement, Buyer (in its sole discretion) may without liability to Supplier cancel, or postpone deliveries under, the whole or any part of such Purchase Agreement (and any committed volume shall be reduced proportionately in respect of any periods during which the Force Majeure Event continues to cause delay or non-performance under the Purchase Agreement). (e) Supplier will use best efforts to offer Buyer to source Products, at Supplier's expense, from its own or

subsidiaries' global operations or the market in order to meet Buyer's required delivery dates.

17. **SUSTAINABILITY / ESG COMPLIANCE.** (a) The Supplier shall perform the Agreement in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for all applicable Environmental, Social, and Governance (ESG) laws and regulations. The Supplier shall maintain —within its own operations and its wider supply chain (i) robust internal policies designed to prevent environmental degradation and human rights abuses—including forced labor as defined by UK and any EU government authorities; and (ii) a zero-tolerance policy against the use of child labor, in strict accordance with International Labour Organization (ILO) criteria.(b) Subject to the paragraph 10 hereinabove, the Supplier shall identify opportunities to introduce innovation, reduce cost and waste and ensure sustainable development is at the heart of their operations. The Supplier shall ensure that they consider the relevance of sustainability at all lifecycle stages of the Products and Services provided to the Buyer. This includes consideration of commercial needs, minimization of negative impacts and the maximization of positive impacts on society and the environment. (c) To enable the Buyer to fulfil its regulatory obligations under the ESG laws (incl. CSRD and CSDDD), the Supplier shall proactively cooperate and provide comprehensive, accurate, and verifiable data regarding its operations, supply chain, and the Products/Services provided to the Buyer. (d) In the event that an ESG deficiency is identified (via audit or otherwise), the Supplier and the Buyer shall agree on a Corrective Action Plan. Failure to agree upon or execute a Corrective Action Plan shall be considered a material breach. (e) The Supplier shall cascade the requirements set forth in this Article to its wider supply chain. The Supplier remains primarily responsible for ensuring that its subcontractors and sub-tier suppliers adhere to sustainability standards at least equivalent to those outlined in these BMI GTCs.19. **TERMINATION.** Each party reserves the right to terminate this Purchase Agreement by providing notice to the other party if: (a) the other party breaches any of the terms or conditions hereof and fails to cure the same to the terminating party's reasonable satisfaction within thirty (30) days of the date of the terminating party's written notice specifying the nature of such breach; (b) the other party is adjudicated bankrupt or if a petition in bankruptcy is filed under the relevant law in respect to bankruptcy or insolvency by it; (c) the other party makes an assignment for the benefit of its creditors; (d) a receiver of all or any portion of the other party's property is appointed; or (e) any action under any law for the relief of debtors is taken by or with respect to the other party. Buyer may immediately terminate the Purchase Agreement, in whole or in part, with or without cause, immediately upon written notice to Supplier, without further compensation to Supplier. Upon the termination of the Purchase Agreement for any reason, (i) Buyer shall pay Supplier only for the Products and Services accepted by Buyer up to the effective date of termination; and (ii) Supplier shall immediately (w) stop work as directed in the termination notice; (x) place no further subcontracts or purchase orders for materials, services or facilities, except as necessary to complete the continued portion of the Purchase Agreement, if any; (y) terminate all subcontracts to the extent that they relate to the work terminated; and (z) within fifteen (15) days of such termination, provide a refund to Buyer of amounts prepaid for the products and services for the period following the termination date. The provisions of Sections 5, 8, 9, 12 and 14 of the BMI GTCs, as well as any other provisions of the Purchase Agreement necessary to interpret the respective rights and obligations of the parties hereunder, will survive the expiration or termination of the Purchase Agreement or the completion of Supplier's performance under the Purchase Agreement.

20. **LIMITATION OF LIABILITY.** Buyer shall not be liable to Supplier for any special, indirect, or consequential damages arising out of or related to any Purchase Agreement. Buyer's total liability for damages, or otherwise, resulting from its performance or nonperformance under the Purchase Agreement or with regards to any other obligations/responsibilities herein shall not exceed the price for the Products or Services in such Purchase Agreement. Buyer shall have no liability to the Supplier (whether direct or indirect) for any loss of profit, loss of revenue, loss of production, loss of business, loss of goodwill, loss of reputation, loss of opportunity, loss of anticipated savings, loss of margin, lost or expended capital costs or unabsorbed overhead.

21. **ACCESS AND AUDIT.** In order to assess Supplier's work quality and compliance with the Purchase Agreement, Supplier will permit Buyer reasonable access to (a) all locations where work is performed in connection with the Products or Services provided for in the Purchase Agreement, and (b) Supplier's books and records relating to the Purchase Agreement. Supplier must maintain its books and records pertaining to the Purchase Agreement for at least ten (10) years following the date of Buyer's last acceptance of Products or Services under this Purchase Agreement.

22. **PERSONAL DATA.** (a) Regarding the General Data Protection Regulation (EU) 2016/679 and any other relevant data protection law, each party as a data controller may provide personal data in the course of the performance of any Purchase Agreement; the processing and transfer of such personal data will be done in accordance with the General Data Protection Regulation (EU) 2016/679 and any other relevant data protection law. (b) Supplier will not process any personal data from the Buyer, unless Parties have first entered into a data privacy agreement.

23. **TRADENAMES**. If Products are to display any Buyer's trade name, trademarks, specifications or artworks ("Materials"), Supplier may use such Materials solely for the purpose of the packaging and labelling of the Products. The form, design, color, text and manner and use of the Materials will be subject to the prior written approval of the Buyer.

24. **NOTICE.** All notices must be in writing and must be delivered personally by hand, or sent by registered mail or overnight carrier.

25. **GOVERNING LAW; JURISDICTION; VENUE.** Unless otherwise agreed in writing by the Parties, the Purchase Agreement is governed by the laws of England and Wales. Any dispute arising out of or in connection of the Purchase Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-law provisions that would require application of another choice of law, are excluded. If any dispute shall arise between Buyer and Supplier in connection with the Purchase Agreement, the Parties shall promptly attempt in good faith to settle the same by negotiation within 2 calendar weeks. If the Parties are unable to negotiate a satisfactory resolution, the Parties agree that the applicable courts located in the jurisdiction in which the Buyer is registered shall have exclusive jurisdiction to hear and determine any claims or disputes between the Parties arising out of or related to the Purchase Agreement.