

## STANDARD TERMS AND CONDITIONS OF PURCHASE

Status: October 1, 2023

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In the Contract the following expressions have the following meanings:

"Applicable Laws" means all (i) laws and regulations, (ii) orders, rules, policies, codes of conduct, guidance and directions made by governmental or regulatory bodies, whether or not having the force of law, and (iii) industry standards and good commercial practices; in each case applicable to the provision of the Goods and Services in the UK and/or any other activities of Supplier pursuant to or in connection with this Contract in the UK .

"Conditions" means these Flender standard terms and conditions of purchase.

"Contract" means a contract consisting of the Conditions and the Purchase Order together.

"IPR" means patents, rights in inventions, rights in confidential information (including know-how and trade secrets), rights in designs, copyrights and related rights trade mark rights (including passing-off and unfair competition rights, and including trade mark rights in trade names, logos, trade dress and domain names) and database rights, in each case whether trade mark rights (including passing-off and unfair competition rights, and including trade mark rights in trade names, logos, trade dress and domain names) and database rights, in each case whether or not registered and including applications (and rights to apply) for registration, her or not registered and including applications (and rights to apply) for registration, and all rights and forms of protection of a similar nature or having equivalent effect subsisting from time to time in any jurisdiction worldwide.

"Issued Material" means any materials (including tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials) issued to Supplier by or on behalf of Flender (and any materials derived from such materials).

"Goods" means the goods described in the Purchase Order (including any items delivered as part of a Service).

"Purchase Order" means the Flender purchase order within which these Conditions appear (or to/in which these Conditions are attached/referenced) for the Goods and/or Services, including any special terms and conditions set out in that Purchase Order and any documents incorporated by express reference in that Purchase Order.

"Services" means the services described in the Purchase Order.

"Flender" means the Flender company stated in the Purchase Order.

"Software" means any software which is comprised or included in the Goods and/or Services, and its related documentation.

"Supplier" means the person referred to on the face of the Purchase Order to whom the Purchase Order is issued.
- 1.2 In the Contract:
- 1.2.1 references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- 1.2.2 references to a "person" shall include any individual, firm, company or other body corporate, government or governmental agency, sub-division or authority, or any business trust, estate, trust, joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.3 an "affiliate" means a corporation, company or other entity which is now or hereafter, directly or indirectly (i) controlled by a party or (ii) controlling such party, or (iii) controlled by the same legal entity as a party, but such corporation, company or other entity shall be deemed to be an affiliate only as long as such control exists. For purposes of this definition "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise. Notwithstanding the foregoing, for Flender, "affiliate" shall also include any Carved-out Unit. "Carved-out Unit" shall mean (i) any company which formerly was an affiliate of Flender or operates a business which was formerly operated by Flender or an affiliate of Flender, if Flender or an affiliate of Flender holds a minority interest of at least 10 (ten) percent in such company, and if such company is listed on the internet page <https://new.Flender.com/global/en/company/about/corporate-functions/supply-chain-management/collaborating-with-Flender.html>; and (ii) any affiliate of a company as specified in (i) above, if and as long as Flender has not informed the Supplier that such company shall not be deemed a Carved-out Unit for the purpose of this Agreement; and
- 1.2.4 the words "including" and "include" shall be construed as if followed by the words "without limitation".
- 1.3 In the event of any conflict between any provision of the Contract, the order of precedence shall be:
- 1.3.1 any matters set out in the Purchase Order under the heading "special terms and conditions";
- 1.3.2 the Conditions;
- 1.3.3 any specification for the Goods and/or Services set out, or incorporated by express reference, in the Purchase Order; and
- 1.3.4 any other documents incorporated by express reference in the Purchase Order.
2. APPLICATION
- 2.1 The Contract constitutes the whole and only agreement between the parties relating to the Goods and/or Services and supersedes any previous agreements, arrangements and understandings relating thereto. The Contract shall not be varied otherwise than by an instrument in writing signed by each of the parties specifically reciting that it amends the Contract.
- 2.2 The Purchase Order for Goods and/or Services by Flender from Supplier shall be deemed to be an offer by Flender to buy the Goods and/or Services on the terms of the Contract which shall be deemed accepted on the earlier of Supplier (i) expressly giving notice of acceptance or (ii) fulfilling the Purchase Order in whole or part.
- 2.3 No terms or conditions endorsed upon, delivered or contained within Supplier's quotation, acknowledgement or acceptance of the Purchase Order or any other document issued by or for Supplier shall form part of the Contract and Supplier waives any right which it might otherwise have to rely on such terms and conditions.
- 2.4 These Conditions shall apply to all Flender' purchases from Supplier, unless Supplier and Flender have entered into a framework agreement for the relevant Goods and Services prior to the date of the Purchase Order in which case such framework agreement shall be treated as special terms and conditions for the purposes of Clause 1.3.
3. QUALITY AND DESCRIPTION
- 3.1 All Goods and Services supplied shall:
- 3.1.1 conform in all respects with the Contract (including the quantity, quality, description and other matters specified in the Purchase Order), be without fault, be of the best available design, be of the best quality materials and workmanship and be fit for any intended use expressly or impliedly made known to Supplier by Flender; furnished supplied or advised by Flender to Supplier;

- 3.1.2 conform with any sample, drawing, description, specification and/or requirement
- 3.1.3 be executed in a proper and skilful manner by appropriately qualified and experienced personnel; and
- 3.1.4 comply with all Applicable Laws relating to the Goods and/or the Services, and/or affecting obligations under and the performance of the Contract, including any concerning the manufacture, packaging, storage and delivery of the Goods and/or the performance of the Services.
- 3.1.5 without prejudice to Supplier's other obligations, all Goods supplied pursuant to the Contract shall be (i) compliant with both the applicable GB product standards and EU product standards, whereas in case of discrepancies between GB product standards and EU product standards GB product standards shall prevail and (ii) lawfully marked with both the UKCA mark and the CE mark.
- 3.2 Flender' rights and remedies under these Conditions are in addition to any available to it at law (including statutory implied terms).
- 3.3 Supplier shall be fully responsible for the Goods and/or Services and any inspection or testing by Flender shall not diminish or otherwise affect Supplier's obligations under the Contract.
- 3.4 Supplier shall cooperate with Flender in all matters relating to the Contract, and comply with all instructions of Flender including complying with any written or verbal instructions in relation to safety and security while on Flender' premises.
- 3.5 Supplier represents and warrants that use by Flender of the Goods and/or the Services will not infringe any third party's IPR.
- 3.6 Supplier shall inspect and test the Goods and Services for compliance with the Contract prior to delivery. Supplier shall give Flender (or Flender' representatives) such access to its premises and facilities at reasonable times as Flender may reasonably request to verify its compliance with the Contract, including to inspect and/or test the Goods and/or the Services at any stage before delivery.
- 3.7 Supplier shall, if requested, supply Flender with such certificates of origin and/or testing as Flender may require. Such certificates must state the relevant Purchase Order numbers together with any item numbers.
- 3.8 Supplier shall maintain a quality management system (e.g. according to DIN EN ISO 9001).
- 3.9 Supplier shall perform the Services itself or using its own employees. Orders or parts thereof may not be assigned or subcontracted to third parties without Flender' prior written consent. If Supplier fails to obtain such consent, Flender shall be entitled to withdraw from the contract in full or in part and to demand compensation for damages. Flender is not authorized to issue any employment-related or disciplinary instructions towards Supplier and its employees. Supplier shall produce the required employment permits for any non-UK employees at Flender' request.
- 3.10 For the provision of work and services, Supplier shall only use employees who are not listed in the relevant UK, European and US American sanctions lists based on foreign trade legislation. These lists include, but are not limited to, the US Denied Persons List (DPL), the US Warning List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists List and the EU's Terrorist List.
- 3.11 Supplier shall be free to organize and arrange its work schedule. Supplier may only perform the Services at Flender' premises where this is essential for the proper fulfillment of the order and has been agreed in writing beforehand. In this case Flender shall grant Supplier access to the appropriate premises.
- 3.12 Supplier has the sole responsibility for compliance with all legal, regulatory and professional requirements with respect to its employees and workers. Supplier shall, in particular, fulfill any applicable statutory wage requirements and meet its obligations to pay taxes and social contributions, meet all legal and industrial law requirements as well as occupational requirements and shall only use employees who have the required residence and working permits. In case of involvement of third parties and/or the involvement of further third parties by third parties, Supplier equally ensures the compliance with these requirements. Upon request, Supplier will also provide Flender with respective written proof of compliance with these obligations by the third parties.
- 3.13 Supplier shall indemnify and hold harmless Flender from and against any claims (i) based on the infringement of obligations pursuant to this Clause 3 by Supplier or third parties and (ii) that Flender is liable or obligated to Supplier's employees or workers, a benefit plan or any governmental fund or entity on the basis of any Applicable Laws relating to employment or workers' rights. Further rights of Flender shall remain unaffected. In particular, an infringement of an obligation pursuant to this Clause 3 entitles the Customer to terminate the contract for material breach.
4. DEFECTS AND REJECTION
- 4.1 A "Defect" means any failure of the Goods and/or Services to comply with the Contract.
- 4.2 In relation to any and each Defect, Flender shall be entitled - at any time, at Flender' discretion and without prejudice to Flender' other rights and remedies under the Contract - to do any or all of the following (including different options in relation to different Defects):
- 4.2.1 reject in whole or in part any Goods and/or Services supplied under the Contract;
- 4.2.2 have immediately refunded any payments made in relation to rejected Goods and/or Services and terminate the Contract (without liability and without prejudice to its other rights and remedies) as it relates to those rejected Goods and/or Services;
- 4.2.3 refuse to accept any subsequent delivery of the Goods and/or performance of the Services which Supplier attempts to make;
- 4.2.4 require Supplier to make good any Defects by replacing or repairing any rejected Goods, and/or re-performing or otherwise correcting any rejected Services, at Supplier's cost and within such time and at a location required by Flender;
- 4.2.5 take, at the cost and liability of Supplier, steps required to make good Defects by replacing or repairing any rejected Goods, and/or re-performing or otherwise correcting any rejected Services (itself and/or by means of alternative suppliers, including by purchasing substitute Goods or Services); and/or
- 4.2.6 grant a concession to accept a Defect subject to reduction and/or reimbursement from the price as in the opinion of Flender reflects the costs and damages incurred or likely to be incurred by Flender, and the benefits (including any reduction in liabilities) accruing or likely to accrue to Supplier, as a result of doing so.
- 4.3 Flender' rights under Clause 4.2 are in addition to its other rights and remedies under the Contract (including rights to damages for breach).
- 4.4 Flender' rights under Clause 4.2 (only) shall cease at the end of the Warranty Period, except for Defects in title. Unless otherwise stated in the Purchase Order, the "Warranty Period" means the period of 36 months from delivery of the Goods and/or completion of the Services. In the case of deliveries of Goods and/or Services to locations which are not Flender premises, the Warranty Period shall instead begin when the Product and/or Service is accepted by the end customer (or on the date one year after delivery, if earlier). In the case of latent defects, Flender shall continue to be entitled to exercise the right provided under Clause 4.2.1 after the Warranty Period expires, but only if it exercises it within 30 days of the date the latent defect becomes apparent to Flender. In the case of defects for which Applicable Law provides a longer Warranty Period than this Clause 4.4, such longer period shall apply.

- 4.5 If Supplier repairs, replaces, re-performs or corrects any Goods or Services, the Contract shall apply to such Goods or Services (and all time periods affecting such Goods or Services shall run from the date of repair, replacement, re-performance or correction).
  - 4.6 If Supplier becomes or is aware of any Defect in the Goods and/or Services, it shall promptly notify Flender in writing, giving full details.
  5. **DELIVERY AND RISK**
  - 5.1 Goods and Services shall be delivered on the dates and at the rates and at the places specified in the Contract. Packaging, transport and other cost of delivery and import (duty) shall be included in the price unless otherwise expressly stated in the Purchase Order. If no place or delivery date is specified Goods and/or Services shall be delivered to the registered address of Flender and delivery shall take place within 14 days of the date of the Purchase Order. Flender may delay or alter dates and places by giving Supplier reasonable written notice. Early delivery is not permitted except as provided in the Purchase Order. Delivery shall be complete on unloading of the Goods at the delivery location.
  - 5.2 Time of delivery and performance is of the essence of the Contract. If Supplier is aware that it is likely to fail to meet any time of delivery or performance, it shall promptly notify Flender. For the avoidance of doubt, failure to deliver or perform on time is a Defect for the purposes of Clause 4, as is delivery of incorrect amounts.
  - 5.3 If the Goods are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single Contract and not separable and failure by Supplier to deliver or perform any one instalment shall entitle Flender at its option to exercise any of its rights and remedies in respect of the whole Contract.
  - 5.4 Supplier shall ensure that all Goods are marked in accordance with the provisions of the Contract and instructions of Flender. Goods shall be packed so as to reach the places of delivery undamaged and in good condition. Supplier shall provide in respect of each delivery of Goods a packaging note detailing Flender' order number, description, code number (if any) and the quantity of Goods delivered. All instructions, warnings, safety data and other data necessary for the use of the Goods shall also be provided.
  - 5.5 If any of the Goods and/or Services contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use and for the protection of the environment, Supplier shall prior to their delivery provide specific written details of the nature of those substances and the precautions to be taken. Supplier shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked on the goods or securely attached to them and on any containers into which they are packed.
  - 5.6 Without prejudice to Supplier's other obligations, if transport of the Goods is to be performed by a carrier commissioned by Flender, Supplier shall submit information and data concerning dangerous goods to the carrier in accordance with Applicable Law. Data and information shall be relevant to all modes of transport to be used if Flender informs Supplier, or if Supplier is aware, that multimodal transport is to be used.
  - 5.7 The Goods shall remain at the risk of Supplier until delivery to Flender is complete. Any of Supplier's property brought onto Flender' premises will be at the risk of Supplier.
  - 5.8 If the Contract requires Flender to return any packaging material to Supplier, that fact must be stated on any delivery note to Flender and any such packaging material will be returned to Supplier at Supplier's cost.
  - 5.9 If Goods are delivered to Flender in excess of the quantities ordered Flender shall not be liable to pay for the excess, and any excess held by Flender shall be at Supplier's risk. Any rejected Goods held by Flender shall be at Supplier's risk. Supplier shall promptly at its own cost collect any excess or rejected Goods.
  6. **TITLE**
  - 6.1 Title to Goods shall pass to Flender on delivery. Supplier represents and warrants that (i) it has the right to dispose of the Goods, (ii) it will (at its own cost) take any steps necessary to transfer title to the Goods to Flender, and (iii) delivery will transfer title to the Goods to Flender free from all charges, encumbrances and other adverse rights.
  - 6.2 Acceptance of delivery and transfer of title shall not prejudice Flender' rights to reject or otherwise seek remedies under the Contract. Supplier acknowledges that the Goods or Services may be sold on by Flender (as such or as part of other goods/services) and represents and warrants that Flender will be able to transfer good title to its customer.
  7. **VARIATION OF SERVICES/GOODS**
  - 7.1 If at any time during the course of the Contract, Flender wishes to vary the Services and/or Goods ordered, it shall notify Supplier and Supplier shall within seven (7) days provide a written statement of the amount by which it proposes such variation would increase or decrease (i) the dates, timescales or milestones, and (ii) the charges under the Contract, and such other information as Flender may reasonably require. All such increases or decreases shall reflect that rates and prices used in the Contract (or where they are not relevant, shall reflect what is fair and reasonable). Supplier shall not refuse any reasonable variation requested by Flender.
  - 7.2 The implementation of any variation to the Services and/or Goods shall be subject to the written agreement of the parties. Supplier shall not undertake any such variations unless specifically instructed to do so by Flender.
  8. **PRICES AND PAYMENT**
  - 8.1 All prices shall be as stated in the Contract. The prices are fixed and include delivery and all other charges which shall not be adjusted save as provided for in the Conditions. No variation in the price or extra charges shall be accepted by Flender. Prices do not include VAT which shall be added by Supplier at the rate and in the manner from time to time prescribed by law.
  - 8.2 Supplier shall send to Flender by means of an e-invoicing process specified by Flender, a detailed invoice stating the Purchase Order and Goods or Services reference numbers. If requested by Flender Supplier shall instead submit such invoices by email or post to an address provided by Flender. Where VAT is chargeable a valid VAT invoice shall be provided. Terms of payment are 60 days from the date of invoice, or from the date of delivery or acceptance of the Goods, or completion of the Services, whichever is the latest. Time for payment shall not be of the essence for the Contract.
  - 8.3 Without prejudice to any other right or remedy, Flender may set off any amount owing at any time by Supplier to Flender against any amount payable by Flender to Supplier under the Contract.
  - 8.4 If a party fails to make any payment due under the Contract by the due date for payment, then the non-defaulting party shall be entitled to charge interest on the overdue amount at the rate of 5% per annum above the base lending rate from time to time of Barclays Bank plc calculated on a daily basis until payment is made whether before or after any judgement. In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from 10 days after the date the dispute is resolved until payment.
  9. **RIGHTS OF USE**
  - 9.1 Supplier hereby grants Flender under all applicable IPR and other rights the following non-exclusive, royalty-free (except as expressly stated in the Purchase Order), transferable, worldwide and perpetual rights:
    - 9.1.1 to copy and use the Goods and Services, including related documentation and for the avoidance of doubt the Software, to integrate them into other Goods/services and to market and supply them (alone and in other Goods/services) to affiliates, other distributors and customers;
    - 9.1.2 to use and sublicense others to copy and use the Software in connection with the installation, launch, testing, operation, maintenance, and enhancement of the Software alone and/or in connection with other products/services;
    - 9.1.3 to sublicense the right of use under Clauses 9.1.1 and 9.1.2 to affiliates, other distributors and end customers;
    - 9.1.4 to license to affiliates and other distributors the right to sublicense the right of use under Clause 9.1.2 to end customers;
    - 9.1.5 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licences being used at any one time does not exceed the number of licences purchased;
    - 9.1.6 to sublicense the rights under Clause 9.1.5 to affiliates and other distributors.
  - 9.2 In addition, Flender, its affiliates and its other distributors are authorised to allow end customers to transfer Software licences.
  - 9.3 Supplier represents and warrants that the Goods and Services do not (except as stated in the Purchase Order) contain "open source components". In the Contract "open source components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a licence or another agreement with the right to modify and/or to distribute including under the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License and the MIT License.
  - 9.4 If the Goods and Services delivered by Supplier contain open source components, Supplier shall comply with all applicable open source licence terms and shall grant all those rights to Flender and provide all information which Flender needs in order to comply itself with the applicable licence terms. In particular Supplier must deliver to Flender in accordance with the Purchase Order (but at the latest with the delivery of the relevant Product and/or Service):
    - 9.4.1 the complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source licence requires the disclosure of this source code;
    - 9.4.2 a schedule of all open source components used, indicating the relevant licence, its version and including a copy of the complete text of such licence and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents; and
    - 9.4.3 a written declaration that through the intended use of the open source components neither the products of Supplier nor the products of Flender will be subject to a "Copyleft Effect". In the Contract, "Copyleft Effect" means that the provisions of the open source licence require that certain of Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source licence e.g. only if the source code is disclosed.
  - 9.5 Without prejudice to Flender' other rights and remedies, if the Goods and/or Services contain "open source components" not specified in the Purchase Order and/or Supplier does not comply with Clause 9.4, Flender may terminate the Contract within 30 days of being notified or becoming aware of such information without cost (and shall be entitled to a full refund of any advance payments made).
  - 9.6 Supplier shall supply Flender with all updates of the Software and this Clause 9 shall apply to all such updates.
  - 9.7 Supplier shall provide Flender with such technical advice, assistance, data and documentation, including source code where necessary, to enable Flender to maintain the Software if it so wishes.
10. **FLENDER MATERIAL**
- 10.1 Without prejudice to the generality of Clause 11 (i) Goods marked with any trade mark used or owned by Flender or its customers shall not be disposed of to any third party without the prior written consent of Flender, and (ii) Goods manufactured to a design or specification supplied by Flender or its customers shall not be manufactured for or supplied to any third party without the prior written consent of Flender.
- 10.2 Issued Material shall be and remain the property of Flender even if charged for. Supplier shall maintain Issued Material in good order and condition, keep it separate from Supplier's property and identify it as the property of Flender. Supplier shall not use Issued Material except for the Contract. Risk in Issued Material shall be with Supplier who shall effect comprehensive insurance against all risks of its loss or damage of an amount equal to its replacement cost and with Flender' interest noted on the policy and with Flender as loss payee.
- 10.3 If tooling (including patterns, dies, moulds, jigs and fixtures and the like) is manufactured or acquired by Supplier specifically for the purpose of the Contract (or the purchase thereof is a requirement of the Contract), title to it shall pass to Flender upon its creation or acquisition and thereafter it shall be deemed to be Issued Material..
- 10.4 Upon request, or termination or expiry of the Contract, Supplier shall immediately return (or at Flender' option dispose of) the Issued Material.
11. **CONFIDENTIALITY**
- 11.1 In the Contract "Information" means (i) any information obtained from Flender (including information within or available from examination of Issued Material), and (ii) the terms of the Contract and information regarding the performance for Flender of the Contract.
- 11.2 Supplier shall keep all Information confidential and secure and not use it (except to perform the Contract) or make it available to any person except to the extent it is (i) already general knowledge or (ii) lawfully obtained by Supplier from another source without a duty of confidence.
- 11.3 Supplier shall keep confidential and secure all Issued Material and not (i) use it except for the purposes of performing the Contract or (ii) make it available to any third party. Supplier shall not without the prior written consent of Flender copy or reverse engineer Issued Material.
- 11.4 Supplier shall (i) not allow its employees access to Information or Issued Material except to perform the Contract, and (ii) ensure its employees are aware of the confidentiality of the Information and Issued Material and subject to written terms equivalent in effect to this Clause 11.
- 11.5 Without prejudice to the generality of Clause 21.3, if Flender agrees to any subcontracting to a third party, Supplier shall procure that such third party is aware of and agrees to terms equivalent in effect to this Clause 11 in writing.
- 11.6 Supplier shall not without Flender' written consent make known that Supplier supplies or has supplied Goods or Services to Flender.
12. **INDEMNITY**
- 12.1 Supplier shall fully indemnify Flender against any claims, liabilities, actions, damages, losses, costs and/or expenses:
  - 12.1.1 in respect of any alleged or actual infringement by any of the Goods or Services of any third party's IPR and Flender may (i) itself defend at Supplier's cost and with Supplier's assistance, or (ii) require Supplier at its own cost to defend or settle all such claims or actions and proceedings brought or threatened to be brought against Flender;
  - 12.1.2 sustained by Flender or for which Flender may be liable as a result of negligence or breach by Supplier, its employees, sub-contractors or agents; and/or
  - 12.1.3 resulting from death, injury, loss or damage to persons or property caused or contributed to by negligence of Supplier, its employees, sub-contractors or agents.

- 12.2 Without prejudice to Flender' other rights and remedies, if any Product or Service is held to infringe third party IPR then at Flender' request Supplier shall at its own expense replace or amend it promptly so that it is no longer infringing.
- 13. FORCE MAJEURE**
- 13.1 Neither party shall be liable to the other for any loss or damage which may be suffered by the other as a result of the performance of its obligations under the Contract being prevented, hindered or delayed by reason of circumstances or events beyond its reasonable control including strikes, lock-outs or other industrial disputes (other than to the extent involving only its workforce), failure of a utility service, act of God, war, civil commotion, malicious damage, epidemic/pandemic and any related governmental restrictions and regulations, explosion, fire, flood or earthquake.
- 13.2 If Supplier or Flender is prevented from performing its obligations under the Contract by a Force Majeure event which continues for more than thirty (30) days, Flender may at its option terminate the Contract, defer the date of delivery or payment, and/or reduce the volume of Goods or Services ordered without liability to Supplier with immediate effect by giving written notice.
- 14. LICENCES**
- 14.1 If the Goods or Services supplied under the Contract require Flender to have any permit or licence from any governmental or other regulatory authority the Contract shall be deemed conditional upon such permit or licence being granted at the required time. Supplier represents and warrants that it has all necessary permits and licences to allow it to sell the Goods and Services to Flender.
- 15. TERMINATION**
- 15.1 Flender may terminate this Contract with immediate effect by notice in writing to Supplier if:
- 15.1.1 Supplier is in breach and, in the case of breach capable of remedy, fails to remedy the breach as soon as reasonably possible and in any event within fourteen (14) days of being asked to do so in writing. If a breach cannot be remedied, Flender may terminate the Contract immediately;
- 15.1.2 Supplier is unable to pay its debts as they become due, ceases or threatens to cease business, or commits an act of insolvency/bankruptcy, or it or a third party takes action for it to go into liquidation unless this is to reconstruct or merge the company, or if an administrator, administrative receiver, receiver or manager is appointed of any part of its business, or if anything analogous to any of those events occurs in any jurisdiction;
- 15.1.3 in the reasonable opinion of Flender there occurs a material change in the financial position of Supplier which is likely to affect its ability to perform its obligations under the Contract; or
- 15.1.4 there is a change in control of Supplier which in the reasonable opinion of Flender adversely affects the position, rights or interests of Flender.
- 15.2 Flender may terminate this Contract at any time for convenience by notice in writing.
- 15.3 On termination of the Contract, Flender shall be entitled to have delivered to it all finished Goods manufactured by Supplier, and all work in progress, at the date of termination. If termination is effected pursuant to Clauses 15.1.3, 15.1.4 or 15.2, Flender shall pay Supplier the price of all such finished Goods and a fair and reasonable sum in respect of all such work in progress. This shall be Supplier's sole and exclusive remedy in the event of termination of the Contract pursuant to those clauses.
- 15.4 Termination of this Contract (however arising) shall not affect or prejudice (i) the continuance in force of rights of use pursuant to Clause 9, or (ii) the rights, liabilities or remedies of the parties accrued prior to termination.
- 15.5 During the period from the giving of any notice to terminate until the date thirty (30) days after termination or expiry of the Contract, Supplier will cooperate with Flender to effect a smooth termination and/or transition of the supply of the Goods and/or Services to an alternative supplier (or in-house), if requested by Flender.
- 15.6 Without prejudice to Flender' other rights and remedies, Supplier shall within thirty (30) days of termination of the Contract pursuant to Clause 15.1.1 or 15.1.2 refund to Flender any advance payments made under the Contract and compensate Flender for the cost of completing (or re-procuring) the Goods and/or Services.
- 16. CODE OF CONDUCT FOR FLENDER SUPPLIERS; SECURITY IN THE SUPPLY CHAIN**
- 16.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will use reasonable efforts to promote this Code of Conduct among its suppliers. Supplier warrants that it shall at all times during the Term comply with the requirements of the Modern Slavery Act 2015.
- 16.2 If requested by Flender, Supplier shall not more than once a year either – at its option – provide Flender with (i) a written self-assessment in the form provided by Flender, or (ii) a written report approved by Flender describing the actions taken or to be taken by Supplier to assure compliance with the Code of Conduct and the Modern Slavery Act 2015.
- 16.3 Flender and its authorized agents and representatives and/or a third party appointed by Flender and reasonably acceptable to Supplier, shall be entitled (but not obliged) to conduct – also at Supplier's premises – inspections in order to verify Supplier's compliance with the Code of Conduct and the Modern Slavery Act 2015. Any inspection may only be conducted upon prior written notice of Flender, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with Supplier's business activities nor violate any of Supplier's confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspections conducted. Each party shall bear its expenses in connection with such inspection.
- 16.4 In addition to any other rights and remedies Flender may have, in the event of (i) Supplier's material or repeated failure to comply with the Code of Conduct or (ii) failure to comply with the Modern Slavery Act 2015 or (iii) Supplier's denial of Flender' right of inspection, after providing Supplier reasonable notice and a reasonable opportunity to remedy, Flender may terminate this agreement immediately without any liability whatsoever. Material failures include, but are not limited to, incidents of child labour, corruption and bribery, breach of the Modern Slavery Act 2015, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding child labour as set out in the Code of Conduct, or breach of the Modern Slavery Act, or willful failures to comply with the Code of Conduct's environmental protection requirements
- 16.5 The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.
- 17. EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS**
- 17.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") in relation to all Goods and Deliverables to be delivered and Services to be provided pursuant to the Contract, which shall include an obligation on Supplier to obtain and comply with all necessary export licences, unless Flender or any party other than Supplier is required to apply for the export licences pursuant to the applicable Foreign Trade Regulations.
- 17.2 Supplier shall advise Flender in writing as early as possible (but not later than 30 days prior to the agreed date of delivery of each part of the Goods and Services and each other thing delivered pursuant to the Contract (each, a "Deliverable") (each, a "Delivery Date")) of any information and data required by Flender to comply with all Foreign Trade Regulations for the Goods, Deliverables and Services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide to Flender for each part of the Goods, Services and each Deliverable:
- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Goods, Service or Deliverable is subject to the U.S. Export Administration Regulations; and
  - all applicable export list numbers; and
  - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
  - the country of origin (non-preferential origin), and, on Flender' request, documents to prove the non-preferential origin; and
  - the preferential country of origin, and on Flender' request, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration), (all such things being "Export Control and Foreign Trade Data").
- 17.3 In case of any alterations to origin and/or characteristics of the Goods, Deliverables and/or Services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than 30 days prior to the relevant Delivery Date. Supplier shall be liable for any expenses and/or damage incurred by Flender due to any breach of its obligations under this Clause 17.
- 17.4 Flender shall not be obligated to fulfil the Contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 17.5 Supplier shall perform its obligations under the Contract only with persons who are not listed on the relevant United Kingdom, German, European or US Sanctions lists, including the European Union Consolidated Financial Sanctions List (CFSL), the U.S. lists issued by the Department of Commerce (Bureau of Industry and Security B.I.S.), the U.S. lists issued by the Department of Treasury (Office of Foreign Assets Controls OFAC).
- 18. HEALTH AND SAFETY**
- 18.1 Without prejudice to the generality of Clause 3, Supplier shall comply with all Applicable Laws relating to health and safety and use its best endeavours to (a) minimise and if possible eliminate hazards for the health and safety of the personnel employed by Supplier and Supplier's direct or indirect subcontractors for the performance of the Services ("Personnel") and (b) to ensure that no persons who are on the work site, including Personnel, Flender' personnel and visitors, suffer any injury. Supplier shall (i) comply with all Flender' (and/or the site owner's) procedures, policies and requirements, and revisions thereof, notified to Supplier from time to time and (ii) prior to attending any familiarise itself with the same.
- 18.2 Before the commencement of the Services, Supplier shall provide Flender a written risk assessment that (a) analyzes all potential hazards for the health and safety of the Personnel arising out of the Services and (b) determines measures to minimise and if possible eliminate such hazards.
- 18.3 Supplier shall ensure that all Personnel (a) are competent to undertake the work by reason of training and/or experience (and the Contractor shall provide documentary evidence of such experience and training, if requested), and (b) take part in any Flender site-specific safety training and receive the appropriate personal protection equipment before starting work on the site. Supplier shall ensure that the Personnel make use of the personal protection equipment in the appropriate manner and that such equipment is maintained in good working order at all times.
- 18.4 Flender reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Services for security, health and safety reasons, at any time without any liability.
- 18.5 Supplier shall appoint a competent person as its representative for environmental, health and safety ("Supplier EHS Representative") and shall ensure that the Supplier EHS Representative takes part in safety discussions arranged by Flender from time to time.
- 18.6 Supplier shall regularly monitor compliance with statutory and contractual health and safety provisions by performing safety tours on the site of Supplier's works. In due time before a safety tour, Supplier shall invite Flender to participate. If Supplier discovers non-compliance with health and safety provisions, it shall restore compliance without undue delay and advise Flender of findings and of the status of the corrective actions.
- 18.7 Upon Flender' request, Supplier shall promptly grant Flender access to all documents related to health and safety connected with the Services.
- 18.8 If any incident occurs in connection with the Services leading to (a) the death of any person, (b) a major or severe injury to any person, (c) injury to any person involving one or more days of incapacity, or (d) more than three workers being brought to hospital, or if Supplier becomes aware of any event or circumstances in connection with the Services which could have caused any of the events described in (a), (b), (c) or (d), Supplier shall immediately inform Flender and shall, without undue delay, (i) execute a root cause analysis of the incident, (ii) determine appropriate measures to exclude similar incidents in the future, (iii) define time periods for the measures to be implemented and (iv) provide Flender with a written report containing sufficient detail on the root cause, the measures determined and the time periods defined. Supplier shall support any additional investigation conducted by Flender.
- 18.9 If Flender produces an environmental health and safety document for the site ("EHS Plan") Flender will provide Supplier with a copy of the EHS Plan. Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the EHS Plan which Flender may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors contracted to perform the Services commit themselves to the EHS Plan and its updates.
- 18.10 In addition to any other rights Flender may have, in the event of Supplier's material or repeated failure to comply with the statutory or contractual health and safety provisions, including the provisions of this Clause 18 and the provisions of the EHS Plan, after providing Supplier with a reasonable time period within which to remedy the failure, Flender may terminate this Agreement without any liability whatsoever.
- 19. ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS, HEALTH AND SAFETY**
- 19.1 If Supplier delivers Goods, substances of which are set out in the so-called "List of Declarable Substances" ([www.bomcheck.net/suppliers/restricted-and-declarable-substances-list](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list)) applicable at the time of the order or which are subject to statutory imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) no later than the date of first delivery of the Goods. With respect to statutory imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of Supplier or Flender or at the designated place of delivery requested by Flender.



- 19.2 If any delivery contains goods which – according to international regulations – are classified as dangerous goods, Supplier will inform Flender of that in a form agreed upon between Supplier and Flender, but in all cases in writing no later than the date of order confirmation.
- 19.3 Without prejudice to the generality of Clause 3, Supplier shall provide to Flender in writing all data, instructions and warnings as are required to comply with Applicable Laws relating to health, safety and the environment in relation to the Goods and/or Services.
- 20. CYBERSECURITY**
- 20.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as Goods and Services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 20.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Flender data), personnel, and sites, used or processed by Supplier from time to time in the performance of the Contract.
- 20.3 Should Goods or Services contain software, firmware, or chipsets:
- 20.3.1 Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- 20.3.2 Supplier shall continue to support and provide services to repair, update, upgrade and maintain Goods and Services including the provision of patches to Flender remedying vulnerabilities for the reasonable lifetime of the Goods and Services;
- 20.3.3 Supplier shall provide to Flender a bill of materials identifying all third-party software components contained in the Goods. Third-party software shall be up-to-date at the time of delivery to Flender;
- 20.3.4 Supplier shall grant to Flender the right, but Flender shall not be obliged, to test or have tested Goods for malicious code and vulnerabilities at any time, and shall adequately support Flender;
- 20.3.5 Supplier shall provide Flender a contact for all information security related issues (available during business hours).
- 20.4 Supplier shall promptly report to Flender all relevant information security incidents which have occurred or are suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Flender is or is likely to be materially affected.
- 20.5 Supplier shall take appropriate measures to achieve that its sub-contractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this Clause 20.
- 22.6 Upon Flender' request, Supplier shall provide written evidence of its compliance with this Clause 20 including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II).
- 21. MISCELLANEOUS**
- 21.1 Supplier shall maintain suitable insurance against its liabilities under the Contract, and shall provide details and proof to Flender on request.
- 21.2 Supplier hereby assigns and agrees to assign all IPR in the work carried out under the Contract to Flender absolutely. Any future-assignable IPR shall vest in Flender on creation.
- 21.3 Without prior written consent from Flender, Supplier must not sub-contract or assign the whole or any part of the Contract. If given Flender' consent, Supplier (i) is not relieved of any of its obligations under the Contract and (ii) shall procure that any permitted sub-contractor complies with all relevant provisions of the Contract. Actions and omissions by a sub-contractor shall be treated as if committed or omitted by Supplier. Flender may refuse, or attach conditions to giving, its consent. Flender may (i) assign the Contract or any part of it to, and/or (ii) perform any of its obligations and/or exercise any of its rights by means of, any third party (including any affiliate). Notwithstanding any other provision of the Contract, Flender shall be entitled to assign all or any part of the benefit of, or its rights or benefits under, the Contract relating to the UK Gas & Power business of it and its affiliates (the "UKGP Business") to any UK company conducting all or any part of the UKGP Business ("GPCo") and Supplier shall on written request accept the novation of that part of Flender' rights and obligations under the Contract to GPCo. For the avoidance of doubt, under such novation (and with effect from the date of novation) Flender shall be released from all novated obligations.
- 21.4 If Flender delays, forgets or chooses not to enforce its rights under the Contract it shall not affect its right to do so at a later date.
- 21.5 Supplier shall at Flender' request execute any documents and take any reasonable steps needed to confirm, or permit the exercise by Flender of, the rights granted to Flender in the Contract.
- 21.6 All notices must be in writing and sent to the address or fax number set out in the Contract. They may be delivered by hand, or by first class post or by facsimile and shall be deemed to have been served: (i) if by hand, at time of delivery, (iii) if by first class post, two working days after posting, and (iii) if by facsimile, on the date printed on the facsimile advice note produced by the sender's machine.
- 21.7 Termination notices or amendments to the Contract (including any waiver of any written form requirement), as well as the Contract itself, must be executed either in writing or by electronic signature, using a software tool for electronic signatures. Any other notice under the Contract may be provided via e-mail, even if the Contract requires such notice to be "written", "in writing" or "in written form".
- 21.8 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 21.9 The Parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 21.10 The Contract and any disputes or claims arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law. The courts of England shall have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract.

## FLENDER GROUP CODE OF CONDUCT FOR SUPPLIERS AND THIRD PARTY INTERMEDIARIES

This Code of Conduct defines the basic requirements placed on the suppliers and third party intermediaries of the Flender Group concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third party intermediary declares herewith to:

### Legal Compliance

- Comply with the laws and regulations of the applicable legal systems.
- Human Rights and Labor Practices

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations, heightened attention shall be paid to ensuring

respect of human rights of specifically vulnerable rights holders or groups of rights holders such as women, children or migrant workers, or of (indigenous) communities.

### Prohibition of Forced Labor

- Neither use nor contribute to slavery, servitude, forced or compulsory labor and human trafficking.

### Prohibition of Child Labor

- Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
- Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.

### Non-Discrimination and Respect for Employees

- Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, gender, sexual identity and orientation, marital status, religious conviction, or age.
- Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.

### Working Hours, Wages & Benefits for Employees

- Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
- Adhere to all applicable working-hours regulations globally.
- Pay fair wages for labor and adhere to all applicable wage and compensation laws globally.
- In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.

### Health & Safety of Employees

- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
- Provide training to ensure employees are educated in health & safety issues.
- Establish a reasonable occupational health & safety management system'.

### Grievance Mechanism

- Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.

### Environmental Protection

- Act in accordance with the applicable statutory and international standards regarding the environment. Minimize environmental pollution and make continuous improvements in environmental protection.
- Establish a reasonable environmental management system'.

### Fair Operating Practices

#### Anti-Corruption and Bribery

- Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.

#### Fair Competition, Anti-Trust Laws and Intellectual Property Rights

- Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
- Respect the intellectual property rights of others.

#### Conflicts of Interest

- Avoid and/or disclose internally and to Flender all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.

#### Anti-Money Laundering, Terrorism Financing

- Not directly or indirectly facilitate money laundering or terrorism financing.

#### Data Privacy

- Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.

#### Export Control and Customs

- Comply with the applicable export control and customs regulations.
- Responsible Minerals Sourcing
- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict-Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

#### Supply Chain

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.