

1 INTRODUCTION

- (a) These General Terms and Conditions (“Terms”) shall apply to any and all agreements for delivery of goods (“Products”) by a supplier (“Supplier”) to Mila Limited (company number: 143406) (“Purchaser”) unless otherwise explicitly agreed in writing between the parties.
- (b) The Purchaser will be entitled to issue to the Supplier a written order form for the supply by the Supplier of any Products (“**Order**”). The Supplier will be deemed to have accepted such Order on the date of its receipt.
- (c) An agreement will be entered into between the Purchase and the Supplier when an Order submitted by the Purchaser is accepted by the Supplier in accordance with clause 1(b), such agreement to comprise the relevant Order and these Terms (“**Purchase Agreement**”).

2 DELIVERY AND PASSING OF TITLE

- (a) The Supplier shall deliver the Products as agreed in the Order (the “**Delivery Terms**”). Time is of the essence for this Purchase Agreement and delivery shall be made to such location as may be specified in the Order, at such time as specified in the Delivery Terms on the appropriate day between 8.00am and 4.00pm (Monday to Friday). Where Products are delivered at any time other than as specified in the Delivery Terms, they may be returned to the Supplier, or held at the place of delivery, in both cases at the expense and risk of the Supplier.
- (b) Where a delivery location is specified in the Delivery Terms, a party will be entitled to propose an alternative delivery location to the other party for its approval, provided that the proposing party bears all of the other party’s additional and expenses costs (if any) to make such delivery to the alternative delivery location. Risk of loss or damage to the Products, shall pass to the Purchaser in accordance with the Delivery Terms.
- (c) Legal and beneficial ownership of the Products shall pass to the Purchaser at the time when the Products are allocated by the Supplier to this Purchase Agreement or, if earlier, in accordance with the Delivery Terms.
- (d) The Products shall be appropriately packed in accordance with the Purchaser’s instructions, which will include, but are not limited to:
 - i. providing advice notes stating order number, Purchaser part number(s) and contents;
 - ii. where appropriate or where requested by Purchaser, providing suitable instructions and safety advice written in plain English. Without prejudice to the generality of the foregoing, all Products must carry clear indications as to any special care to be taken in handling or construction; and
 - iii. where the Products are to undergo any form of transit, packing and securing the Products in such a manner that they will be able to withstand the normal incidents of that transit. This duty is notwithstanding where part of the course or transit is undertaken by servants, agents or employees of the Purchaser or pursuant to

any contract arranged by the Purchaser.

- (e) If the Supplier fails to meet a confirmed delivery date, the Purchaser may, at its sole discretion and without prejudice to any other remedies; (i) request that the Supplier expedite the delivery per the Purchaser’s instruction at no charge; and/or (ii) cancel the undelivered portion of such Order at no charge; and/or (iii) terminate this Purchase Agreement in accordance with clause 15(b) (iii). Furthermore, the Supplier shall be liable to pay liquidated damages to the Purchaser at the rate of five (5) % of the Order value for each commenced week of delay subject to a maximum aggregate equal to fifty (50) % of the Order value. Payment of the liquidated damages shall be made upon demand of the Purchaser or, at the Purchaser’s option, through set-off against amounts subsequently invoiced by the Supplier and shall not restrict the Purchaser from making other claims. The parties agree that such liquidated damages represent a proportionate amount to protect the interests of the Purchaser in respect of delivery of the Products and will not be regarded as penalty provisions.
- (f) Unless otherwise agreed in the Order, the Supplier will not be entitled to deliver the Products by separate instalments.

3 FORECASTS

- (a) The Purchaser may provide the Supplier with order forecasts setting out the Purchaser’s need of Products during a specified time period (the “**Order Forecast**”). The Supplier shall use its best efforts to maintain sufficient manufacturing capacity and stock of the Products to meet the requirements set out in the Order Forecast.
- (b) Order Forecasts shall not be binding on the Purchaser or give rise to any liability or obligation of the Purchaser to place any Orders for any Products, nor form any commitment to purchase a specific volume of the Products, or any part or material used to manufacture the Products. In addition, no Order Forecast shall give rise to any liability for the Purchaser due to the Supplier’s cost for stocking, etc.

4 PURCHASE PRICE AND INVOICING

- (a) The Purchaser shall pay the applicable purchase price for each Product as set forth in the Order or Exhibit 1 (Price and Products) of the Order. The purchase price shall be paid, in the currency stated in the Order, within ninety (90) days from the date of an invoice unless otherwise agreed, subject to correct and complete invoice documentation. Payment of an invoice shall not constitute acceptance of Products.
- (b) It is expressly agreed between the parties that time for payment under this Purchase Agreement is not of the essence.
- (c) The Supplier shall issue and date invoices upon each shipment of Products. All invoices shall refer to the relevant Order and include such information as is required by the Purchaser or otherwise required by law.

- (d) The prices in Exhibit 1 (*Price and Products*) of the Order shall be fixed for twelve (12) months from the date of the Order placed unless otherwise agreed in writing. The Purchaser and the Supplier shall in good faith review and agree on the applicable purchase price to apply after the expiration of the twelve (12) month period. The Supplier shall use open book calculation for this purpose. However, if the Purchaser and the Supplier cannot agree on the new purchase price before the end of the twelve (12) month period, this Purchase Agreement may be terminated in writing by either the Purchaser or the Supplier by giving six (6) months' written notice to the other party. During the six (6) months' notice period the then current purchase price shall continue to apply.
- (e) The parties agree that the price paid is deemed inclusive, except where the contrary has been agreed, of all costs of packaging, freight, delivery charges and all applicable taxes, duties, tariffs and other imposts whatsoever imposed in any country or territory, either directly or indirectly, in respect of the sale or supply of the Products or payments for them.
- (f) The Supplier and the Purchaser shall work together to achieve significant reductions in total costs. The Supplier commits to a reduction of minimum five (5) % of the Purchaser's total spend per annum with respect to the Products delivered to the Purchaser. Performance against the five (5) % goal shall be tracked by the Supplier and reviewed by the Purchaser's category manager and/or the site management of the Purchaser on a regular basis.
- (g) In the event that the Purchaser fails to make any payment due to the Supplier under this Purchase Agreement by the due date for payment, then the Purchaser shall pay interest on the overdue amount at a rate of 4% per annum above the Central Bank of Ireland base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

5 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- (a) Except to the extent expressly provided herein, each party shall continue to own its intellectual and industrial property rights without conferring any interests therein on the other party and neither the Supplier nor any third party shall acquire any right, title or interest in any intellectual or industrial property rights of the Purchaser.
- (b) Regardless of the above, all intellectual property rights with regard to and for the Products, including but not limited to, drawings, designs, models, calculations, tools etc. that are provided by the Purchaser or are created by the Supplier in connection with this Purchase Agreement, shall vest in and exclusively belong to the Purchaser. The Supplier shall, where necessary, take all actions required to ensure that Purchaser receives the rights referred to herein.
- (c) The Supplier agrees that the Products shall not in any

way cause or give rise to any claim or proceedings against the Purchaser by any third party that the use by the Purchaser of the Products infringes the intellectual property rights of that third party or another person.

- (d) To the extent that the Products may be protected by intellectual property rights owned by the Supplier, or the Supplier's licensors, the Supplier hereby grants to the Purchaser, a perpetual, worldwide, non-exclusive, irrevocable, fully paid-up, royalty-free license, including the right to grant sub-licenses, under all such intellectual property rights to: (i) use the Products; (ii) integrate the Products into Purchaser's own Products; (iii) sell, offer for sale, import and export the Products.
- (e) Without limiting the generality of clause 5(a) and except as may otherwise be expressly provided for herein, the Supplier agrees that it shall not without the prior written consent of the Purchaser use the trademark "MiLA", "ASSA ABLOY" or any other trademark of any group company of the Purchaser.
- (f) To the extent the Products include software ("**Software**"), the Supplier hereby grants to the Purchaser in perpetuity (or for the maximum period foreseen by applicable law) a non-exclusive, royalty-free, world-wide, unlimited (also with respect to number of users) licence over the Software including without limitation any permanent or temporary reproduction or modification of the Software reasonably required for these purposes, at a charge included in the price of the Products for the purposes of installing, testing, configuring, putting into service, operating, using, developing, modifying, selling, maintaining, adjusting and repairing the Products. The Purchaser shall be permitted to create a reasonable quantity of back-up copies of the Software.
- (g) Where the Supplier has agreed to supply spare parts for the Products, the Supplier shall continue to maintain the Software and offer licences to the Software, in the same format and version as made available hereunder, to the Purchaser. During the same period of time, the Supplier will also free of charge offer to the Purchaser all updates offered to its other clients for the Products, including without limitation any related support, maintenance or consultancy services provided free of charge to such other clients. It is acknowledged that the Purchaser may accept or refuse the offer of such updates at its sole discretion without limiting any right or remedy available hereunder

6 PURCHASERS' GOODS, TOOLS AND DESIGN

- (a) All goods, tools and designs or any other property supplied by the Purchaser to the Supplier (the "**Purchaser Property**") at the sole cost of the Purchaser, will be and remain the property of the Purchaser and shall be returned to the Purchaser upon request. The Supplier may not make use of the Purchaser Property for any purpose other than for fulfilling its obligations under this Purchase Agreement.

- (b) The Supplier will, at no extra cost for the Purchaser, store and maintain all Purchaser Property in good order and condition, upgrade the Purchaser Property (as required) and insure the Purchaser Property on commercially reasonable terms while in the Supplier's care.
- (c) The Supplier shall keep the Purchaser Property clearly separated from its own property and the Purchaser Property shall be marked as property of the Purchaser.
- (d) The Purchaser shall have the right to enter or otherwise be allowed access to the Supplier's premises at any time for the purpose of inspecting and/or removing the Purchaser Property from the premises. Such inspection, and anything said or done by the Purchaser in consequence of such inspection, will be without prejudice to any rights that the Purchaser has under this Purchase Agreement.

7 MANUFACTURING

- (a) The Supplier shall without limitation be responsible, at no additional cost to the Purchaser, for:
 - sourcing and procuring all raw materials for the Products;
 - (ii) obtaining all necessary approvals, permits and licenses for the manufacturing of the Products;
 - (iii) providing sufficient qualified staff and workers to perform the obligations under this Purchase Agreement;
 - (iv) implementing and maintaining effective inventory and production control procedures with respect to the Products; and
 - (v) handling other matters as reasonably requested by the Purchaser from time to time.
- (b) The Supplier shall not change any process, material, component, packaging or manufacturing location without the Purchaser's express prior written approval.
- (c) Upon request by the Purchaser, the Supplier shall, within a reasonable timeframe, supply the Purchaser with the name, address and any other details the Supplier has, of any supplier to the Supplier of any products supplied to the Purchaser under this Purchase Agreement, or any component thereof, or of any material or ingredient used in the preparation or construction of any Product.

8 WARRANTIES

(a) Product warranty

- (a) The Supplier hereby represents and warrants on an ongoing basis that:
 - (i) it has the right and authority to enter into this Purchase Agreement and to perform the obligations set out herein;

- (ii) all production and deliveries have been performed with the greatest possible care and in a timely and highly professional manner;
- (iii) the Product is free and clear of all charges or encumbrances and other restrictions or third party rights as to title and use that may affect the ownership in or right to any Product pursuant to this Purchase Agreement;
- (iv) any user, installation and maintenance documentation is complete, accurate and sufficient for the use, installation and maintenance of the Products and is in accordance with the requirements set forth in this Purchase Agreement;
- (v) the Purchaser has and will continue to have (including after the expiry and termination of this Purchase Agreement) the rights as specified in this Purchase Agreement in and to the Product, granted or assigned under this Purchase Agreement (or any document or agreement made under or pursuant to this Purchase Agreement).

- (b) The Supplier warrants that all Products delivered to the Purchaser shall be free from defects, latent or otherwise, in material and workmanship, and be free from design defects, latent or otherwise, which could in any way render the Products harmful to person or property, conform to the specifications set out in the Order ("**Specifications**") (if any) and suitable for the Purchaser's intended purpose (as to which the Supplier agrees it was fully informed prior to the conclusion of this Purchase Agreement) and which are of a commercially acceptable durability.
- (c) The Supplier further warrants that the Product will comply with all applicable laws, regulations and standards and will not infringe in or violate any third party's intellectual property rights.
- (d) The Supplier further warrants that the Products have been manufactured and delivered in compliance with all applicable laws, regulations and standards.
- (e) All warranties shall survive acceptance and payment by the Purchaser in accordance with clause 8(b).

(b) Warranty period and remedies

- (a) The Supplier's warranties hereunder shall extend to any defect or nonconformity arising or manifesting itself within twenty-four (24) months after delivery to the Purchaser, or eighteen (18) months after delivery to the Purchaser's customers, whichever is the later. For repaired and replaced parts by the Supplier, a new warranty period according to the above shall apply.
- (b) If any Product does not conform to any of the warranties in clause 8(a), the Purchaser may require the Supplier to immediately correct or replace such Product at the Supplier's risk and expense or refund the purchase price.

- (c) Any sums due from the Supplier to the Purchaser in accordance with clause 8(b)(b) above, shall be paid upon first demand by the Purchaser or, at the Purchaser's option, through set-off against amounts subsequently invoiced by the Supplier.
- (d) The remedies stipulated in clause 8(b)(b) above shall be in addition to any other rights and remedies available under law.
- (e) If the Supplier fails to correct or replace a defective Product within a reasonable time, the Purchaser may correct or replace such Products and the Supplier agrees to reimburse the Purchaser for the costs incurred thereby.
- (c) **Epidemic Failures**
- If, during the warranty period, defects are reported in more than five (5) % of the total number of Products/units shipped in any consecutive thirty (30) day period ("**Epidemic Failure**"), the Supplier shall dedicate sufficient resources on a continuing basis, at its sole expense, to identify and eliminate the cause(s) of the Epidemic Failure and shall also, at the Purchaser's written request, replace or update all Products delivered to the Purchaser with the potential for such Epidemic Failure and reimburse the Purchaser for its commercially reasonable expenses relating to any recalls or related actions taken by the Purchaser. If replacement Products are not provided and/or an acceptable plan to resolve an Epidemic Failure is not provided to the Purchaser within thirty (30) days after it is reported, or such additional period as may be permitted by the Purchaser in its discretion depending on the nature of the Epidemic Failure, the Purchaser may terminate this Purchase Agreement without any liability to the Supplier for such termination. In the event of an Epidemic Failure, the Purchaser is entitled to request a refund or credit for the affected Products (and the Supplier shall provide such refund or credit on the Purchaser's request) and the Purchaser may also cancel any specific part of the Order pertaining to the affected Product.
- (d) **Spare parts**
- (a) During the term of this Purchase Agreement and for a minimum period of five (5) years after termination or expiration of this Purchase Agreement, the Supplier shall make compatible spare parts for all components of each of the Products available for sale to the Purchaser. The spare parts shall be available to the Purchaser at prices equivalent to the prices the Supplier offers to the Supplier's other customers for such spare parts.
- (b) The Supplier warrants that the spare parts shall be free from defects in design, material and workmanship. This warranty shall apply for a period of twenty-four (24) months after delivery.
- 9 QUALITY ASSURANCE, AUDIT AND COMPLIANCE WITH LAWS**
- (a) The Supplier shall maintain applicable ISO standard certification and/or such other quality systems and procedures as may be agreed from time to time.
- (b) The Supplier shall comply with the Purchaser
- sustainability program and processes as amended from time to time.
- (c) The Supplier shall comply with the Purchaser's business partner code of conduct ("**Business Partner Code of Conduct**") and the applicable supplier handbook, as amended from time to time, which upon request by the Supplier shall be delivered by the Purchaser to the Supplier and to ensure compliance with such policies by any subcontractors appointed by the Supplier.
- (d) For the purposes of monitoring compliance with this Purchase Agreement and the Purchaser Business Partner Code of Conduct, the Supplier shall, whether by prior arrangement or otherwise, allow access (or procure access) for the Purchaser and/or its agents and representatives to the Supplier's manufacturing premises and otherwise to the areas of its and its subcontractors production facilities related to the Products, as well as its quality assurance system. Such access, and anything said or done by the Purchaser in consequence of such access, will be without prejudice to any rights that the Purchaser has under this Purchase Agreement.
- (e) The Supplier shall supply to the Purchaser upon request a certificate, signed by a senior member of the Supplier's staff who is responsible for quality and inspection, to the effect that the Products have been checked by the quality assurance department as fully complying with the provisions of this Purchase Agreement.
- (f) The Supplier undertakes to the Purchaser that all Products shall be manufactured and/or supplied in compliance with:
- (i) all laws and regulations applicable to the Purchaser or Supplier, including all economic sanctions and export control laws, regulations, rules or restrictive measures;
- (ii) import and export restrictions on materials and items, adopted and enforced by governmental authorities of the European Union, the United Kingdom, the United Nations or the United States ("**Economic Sanctions and Export Control Laws**"), licensing rules and all relevant regulations and provisions relevant to safety and the environment. These shall also include agreements between forwarding agents and rules and regulations about the shipment of hazardous materials. In particular, the items to be delivered hereunder shall, where applicable, be marked in accordance with the provisions and regulations of the relevant jurisdiction on substances and preparations that are hazardous to health and the environment;
- (iii) general safety requirements, safety regulations and approved safety standards as laid down in the General Product Safety Regulations 2005 or any successor thereto; and
- (iv) any other and/or additional standards and regulations in a Specification.

(g) The Supplier shall keep the Purchaser fully aware and up to date of any safety issues affecting any Products supplied under this Purchase Agreement of which the Supplier is, or ought reasonably to be, aware. Notwithstanding anything to the contrary set out in this Purchase Agreement, the obligation set out in this clause 9(g) shall continue for an initial period of 10 years from the date of the supply of each Product, provided that such initial period may be extended for a further period of up to five years by the Purchaser issuing a written notice to the Supplier to that effect at any time before the initial period of 10 years has expired.

(h) The Supplier warrants, represents and undertakes that it at all times will act in compliance with Economic Sanctions and Export Control Laws, and that neither the Supplier, nor any of its affiliates, nor any of their respective directors, officers, employees nor, so far as the Supplier knows, any agents or other persons acting on behalf of any of the foregoing:

(i) is, or has been, nor will be, or determined to be owned or controlled by one or more individuals or entities subject to sanctions measures under the Economic Sanctions and Export Control Laws (“Listed Person”);

(ii) has engaged, nor will engage, in any business dealings or activities that would reasonably be expected to result in it becoming a Listed Person;

(iii) directly or indirectly, has conducted or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved in any business with a Listed Person, or otherwise acting in violation of Economic Sanctions and Export Control Laws;

(iv) has engaged or is engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumvention, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Laws; or,

(v) is, or has been, in violation of, or subject to, any investigation or enquiry by, or on behalf of, any governmental or other regulatory body relating to Economic Sanctions and Export Control Laws.

(i) The Supplier will inform the Purchaser of any Economic Sanctions and Export Control Laws or restrictions applicable to any Product delivered under this agreement.

(j) The Supplier agrees that the representations and warranties set forth in clause 9(h) above shall remain true and correct at all times, and that the Supplier will provide written notice to the Purchaser, as promptly as possible and in any event within five business days, should any representation or warranty fail to be true or correct at any time.

(k) The Supplier will, to the best of its abilities, cooperate with the Purchaser to facilitate compliance with Economic Sanctions and Export Control Laws and

will upon request, provide the Purchaser with copies of all documentation relating to proof of compliance with the foregoing paragraphs of this clause 9 and the delivery of the Product, including but not limited to, relevant Product classifications under Economic Sanctions and Export Control Laws, as well as other relevant trade-related information, such as origin, classification and value under the customs laws in relevant jurisdictions, US origin content in the Product supplied, and information related to sourcing of materials and sub-suppliers. The Supplier shall also provide information and assistance in relation to licencing and authorisations as needed in relevant jurisdictions.

(l) The Supplier will maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of the Purchaser pursuant to this agreement. Supplier shall also provide all information related to any suspected violation or circumvention of Economic Sanctions and Export Control Laws in relation to Products.

(m) Notwithstanding any provision of this agreement, the Purchaser shall not be obliged to make any payment or take any other action under this agreement if the Purchaser believes in good faith that such action may constitute a violation, contribute to a violation, or constitute a circumvention of any Economic Sanctions and Export Control Laws or that the funds provided may be made available to a Listed Person.

(n) The Supplier warrants and represents that all Products, where applicable, are fully compliant with The Restriction on the use of Certain Hazardous Substances in Electrical and Electronic Equipment Directive 2015/863/EU (“RoHS3”), amending Annex II to Directive 2011/65/EC (“RoHS2”), as implemented by EU Member States, or in compliance with any other regulations similar to RoHS3 and RoHS2 of the relevant jurisdictions reasonably acceptable to the Purchaser, except for relevant exemptions where they apply, and which shall be notified in writing to the Purchaser by the Supplier. Any non-compliant Products may be rejected by the Purchaser and returned to the Supplier at the Supplier’s cost. The Supplier shall make available to the Purchaser records of its compliance, including a declaration of conformity, with RoHS2 and RoHS3 on the Purchaser’s request.

(o) To the extent the Products or any of the substances contained in the Products falls within the scope of the European Community Regulation 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals or any corresponding regulations in other jurisdictions as agreed with the Purchaser (“REACH”), the Supplier warrants and represents that the Products and/or substances used as raw materials for the production of the Products shall comply with the requirements of REACH and the Supplier further represents that, to the extent required under REACH, the Products or any of the substances contained in the Products is or will be timely (pre-) registered and will remain (pre-)registered for the Purchaser’s use(s), so that the Purchaser is always considered as a downstream user according to REACH.

To the extent the Products or any of the substances contained in the Products, require authorization under REACH, the Supplier shall ensure that an authorization is timely obtained and maintained. Upon request from the Purchaser, the Supplier will promptly provide the Purchaser with a written acknowledgement of pre- registration or, when relevant, of registration or authorization of the substances contained in the Products sold or to be sold to the Purchaser. The Supplier remains responsible for all information provided in relation with compliance of the Products sold or to be sold to Purchaser with REACH. Any noncompliant Products may be rejected by Purchaser and returned to the Supplier at the Supplier's cost.

- (p) The Supplier shall provide all information needed for the Purchaser to comply with applicable export control laws, including the re-export, of Products or software, data or technology supplied in relation to Products. This information shall include, without limitation: (i) relevant export control classification numbers in relevant jurisdictions; and (ii) Products' origin and customs classification codes. Declarations of conformity with RoSH2, RoHS3 and REACH shall upon request be provided by the Supplier to the Purchaser within ten (10) business days.
- (q) The Supplier shall notify the Purchaser in writing if any Product or part of a Product that the Supplier provides to the Purchaser contains any material from time to time identified as a "conflict mineral" in accordance with the United States Dodd-Frank Wall Street Reform and Consumer Protection Act or any similar legislation in force from time to time. Any failure to present such written confirmation will constitute a representation from the Supplier that no conflict minerals are used in any Product, or part of a Product.

10 PRODUCT LIABILITY

The Supplier shall be responsible for all Products manufactured by the Supplier and shall effect and maintain sufficient and adequate insurance policies during the term of this Purchase Agreement and any warranty period covering the Products, as further set forth in clause 12 below.

11 INDEMNITIES AND LIMITATION OF LIABILITY

(a) General indemnification

Regardless of any other rights which the Purchaser may have under this Purchase Agreement or applicable laws, but subject to the limitations set out in clause 11.(c) below, the Supplier shall defend, indemnify and hold harmless the Purchaser from and against any third party claims and against any cost, damage, liability, loss (including but not limited to loss of profits), payment or expenses of any kind howsoever caused, and arising directly or indirectly, which the Purchaser incurs as a result of the Supplier's negligence or breach of warranty or representation or any other default under or in connection with this Purchase Agreement. This shall include, without limitation, compensation for any cost, expenses, loss or damage which a Purchaser incurs in connection with a product recall which the

Purchaser reasonably performs because of the Supplier's failure to supply the Products in accordance with this Purchase Agreement or which otherwise are deemed defective.

(b) Intellectual property rights indemnification

The Supplier shall defend, indemnify and hold harmless the Purchaser against any incurred costs, damages, liabilities, losses or expenses, whether direct or indirect, arising out of or relating to any legal actions, claims or demands brought against the Purchaser by a third party based on the allegation that the Purchaser's (or its subcontractors' or agents') possession, use or sale of the Products constitutes an infringement of the intellectual or industrial property rights of a third party.

(c) Limitations

- (a) Except for claims arising under clauses 11.(b) above and 16 below, no party shall be liable under this Purchase Agreement for any indirect or consequential damage whatsoever.
- (b) Regardless of the foregoing, nothing in this Purchase Agreement shall exclude or restrict a party's liability for gross negligence, fraud, fraudulent misrepresentation, wilful misconduct, death, personal injury resulting from negligence (as defined in the Unfair Terms in Consumer Contracts Regulations 1995), or any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability. Any breach of any data processor agreement in place between the parties ("**Data Processor Agreement**") and applicable laws on data protection by the Supplier shall always be regarded as gross negligence.

12 INSURANCE

- (a) The Supplier shall maintain comprehensive or commercial general liability insurance (including products liability, property damage and personal injury liability, and any other liability as may be requested by the Purchaser) for claims of bodily injury, including death, and any other damages that may arise from use of the Products or acts or omissions of Supplier under the Agreement.
- (b) The Supplier shall, where requested by the Purchaser, purchase and maintain an insurance policy to appropriately protect the Products during any transit pursuant to this Purchase Agreement, at such value and in accordance with such requirements as specified by the Purchaser from time to time. A copy of the insurance policy shall be issued by post by the Supplier to the Purchaser together with such further information as is reasonably requested by the Purchaser in relation to the insurance policy, and the Supplier undertakes that it shall, on request from the Purchaser, name the Purchaser as co-insured with any other party named on the insurance, each for their own separate rights and interests.
- (c) Such insurance policies in this clause 12 will be written with appropriately licensed and financially responsible insurers. Supplier shall inform the Purchaser of any cancellation or reduction in coverage with a minimum of 30 days prior written notice.

Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to the Purchaser upon the Purchaser's request.

13 DATA PROTECTION AND CYBER SECURITY

- (a) To the extent the Supplier is processing personal data on behalf of the Purchaser under this Purchase Agreement, what is set out in the Data Processor Agreement shall apply.
- (b) The Supplier shall maintain a comprehensive information security program, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguard consistent with best industry standards and the Purchaser's policy and requirements, that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Purchaser data, including but not limited to personal information. The Supplier's information security program shall include business continuity and disaster recovery plans that are consistent with best industry standards. The Purchaser, its auditors, and regulators will be entitled to audit the Supplier's systems used for the provision of the Products in order to fulfil any legal or regulatory requirement. This right to audit shall also apply to all third-party providers utilized by the Supplier for the provision of the Products.

14 FORCE MAJEURE

- (a) No party shall be liable to the other party for any delay or failure in performance due to an event of circumstances or occurrences which cannot reasonably be averted or controlled by the party concerned, including acts of God, war, civil unrest, riot, strikes, lockouts and any other forms of industrial action, fire, floods or exceptional weather conditions and excluding power shortages and energy black-outs ("Force Majeure") and which substantially affects the performance of the obligations under this Purchase Agreement.
- (b) If an event of Force Majeure occurs, a party's contractual obligations affected by the Force Majeure and the period for performing such obligations shall be extended, without penalty, for a period corresponding to the period the party is restricted by the Force Majeure event, provided that the party concerned has (i) without delay informed the other party about the Force Majeure event and the estimated duration and extent of disturbance to the services and (ii) taken all reasonable efforts to mitigate the effects of the Force Majeure.
- (c) Regardless of the foregoing, if the Force Majeure is expected to last for more than two (2) weeks, or if the Supplier may not be able to meet an agreed delivery date, the Purchaser may, at its discretion and by serving notice on the Supplier, suspend or terminate the part of the Order concerned that has not yet been delivered, with immediate effect. The Supplier shall

not be entitled to any compensation for loss or damage as a result of such termination. In the event that the Purchaser suspends any part of the Order in accordance with this clause 14(c):

(i) the Supplier will suspend such part of the Order until such time as the Purchaser gives written notice to the Supplier to recommence the relevant part of the Order; and

(ii) the Supplier may subsequently terminate such part of the Order by serving notice on the Supplier if the Force Majeure is continuing at the time of serving such notice.

15 TERMINATION

- (a) Unless otherwise set forth in this Purchase Agreement, this Purchase Agreement may be terminated (in whole or in part) by the Purchaser at any time by giving three (3) months' notice to the Supplier and by the Supplier by giving six (6) months' notice to the Purchaser. Any accepted and outstanding Orders shall remain unaffected by the termination unless terminated in accordance with the below.
- (b) The Purchaser may terminate this Purchase Agreement with immediate effect if:
 - (i) the Supplier commits a breach of any obligation or performance under this Purchase Agreement; or
 - (ii) the Supplier repeatedly fails to deliver the Products in compliance with the terms and conditions of this Purchase Agreement; or
 - (iii) the Supplier repeatedly fails to meet a confirmed delivery date; or
 - (iv) the Supplier ceases to carry on its business or substantially the whole of its business; or
 - (v) the Supplier files, or has filed against it, a petition for voluntary or involuntary bankruptcy, is generally unable to pay, or fails to pay, its debts as they become due, makes or seeks to make a general assignment for the benefit of its creditors, applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business or becomes insolvent; or
 - (vi) the Supplier is in breach of the Purchaser Business Partner Code of Conduct and/or clause 13(b) and/or the Data Processor Agreement; or
 - (vii) the Supplier or its owner(s), directors or officers becomes a Listed Person, or if the Supplier breaches any applicable sanctions or export control rules, or if a party's ability to fulfill any obligation under this Purchase Agreement is materially affected by the imposition of sanctions or export control rules, or if either party's continued performance of any obligation under this Purchase Agreement poses material risk of exposing the party to any sanctions or secondary sanctions; or

(viii) there is a change of control of the Supplier, whereby fifty percent (50%) or more of the equity ownership of the Supplier becomes owned or otherwise controlled by any one person or group of persons acting in concert (not being the persons holding such shares or exercising such control at the date of this Purchase Agreement).

(c) The Supplier may terminate this Purchase Agreement with immediate effect if (i) the Purchaser commits a breach of a material obligation under this Purchase Agreement which, if capable of remedy, is not remedied within thirty (30) days of the Supplier notifying the Purchaser of said breach or (ii) the Purchaser files, or has filed against it, a petition for voluntary or involuntary bankruptcy, is generally unable to pay, or fails to pay, its debts as they become due, makes or seeks to make a general assignment for the benefit of its creditors, applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business or becomes insolvent..

16 CONFIDENTIALITY

- (a) Each party agrees that it shall not disclose any confidential information of the other party nor use any such information other than for purposes of performing its obligations and exercising its rights under this Purchase Agreement. “**Confidential Information**” means all non-public or proprietary information treated as confidential by a party to this Purchase Agreement, including, without limitation, any and all financial, technical, marketing, commercial, legal, production data or other information of whatever nature, irrespective of whether such information has been or will be disclosed in writing, verbally or in any other form, disclosed to the other party under this Purchase Agreement.
- (b) Regardless of the above, the term Confidential Information shall not include any information which the party receiving the information can clearly establish by documented evidence (i) was at the time of disclosure to it, in the public domain; (ii) was after disclosure of it, published or otherwise becomes part of the public domain through no fault or breach of the receiving party; (iii) was known to the receiving party prior to such disclosure, without any undertaking towards a third party to keep such information confidential; (iv) was provided to it from a third party who had a lawful right to disclose such information to it and which was disclosed by such third party without any obligation for the receiving party to keep such information confidential; or (v) was independently developed by the receiving party without use of the Confidential Information of the disclosing party.
- (c) Any party shall be entitled to disclose Confidential Information in response to a valid order of a court or any other governmental body having jurisdiction over the respective parties or this Purchase Agreement or if such disclosure is otherwise required by law or by any binding applicable stock exchange rules, provided that

the party shall first, to the extent possible, notify the other party of the required disclosure and make reasonable efforts to reduce any damage to the other party resulting from such disclosure.

- (d) Each party shall ensure that any person to whom the receiving party gives access to Confidential Information of the disclosing party will comply with the confidentiality requirements set out in these Terms. The receiving party shall be responsible for any breach of such confidentiality requirements by such persons.
- (e) The Supplier shall upon termination of this Purchase Agreement, or upon written request from the Purchaser, immediately cease to use and return to the Purchaser, or destroy, all documents and data containing Confidential Information.
- (f) The Supplier shall provide to the Purchaser as soon as practicable a written certificate stating that it has destroyed or returned to the Purchaser all documents and other property and performed all acts referred to in clause 16(e).
- (g) The obligations in this clause 16 shall apply for the duration of this Purchase Agreement and for a period of ten (10) years thereafter.

17 MISCELLANEOUS

(a) Assignment

The Supplier may not assign this Purchase Agreement, nor sub-contract its obligations hereunder, to any third party without the prior written consent of the Purchaser.

(b) Subcontracting

Any subcontracting by the Supplier in accordance with the provision of this Purchase Agreement may only be made to such subcontractors as has been approved in advance by the Purchaser in writing. Any such subcontracting shall not relieve the Supplier of any obligation or responsibility for the obligations so subcontracted. The Supplier shall thus be liable for any obligation or responsibility of the subcontracting party as if the Supplier had performed the obligations itself.

(c) Public announcements

All press releases, public announcements or public relations activities by the Supplier with respect to this Purchase Agreement or the transactions contemplated herein shall be approved by the Purchaser in advance of such release or announcement. The Supplier shall, however, not be prevented from, after reasonable consultation with the Purchaser, disclosing such information which is required under applicable law, rules or regulations (including any applicable stock exchange regulations) or order of a competent court.

construed in accordance with Irish law.

(d) **Set-off**

The Purchaser shall be entitled to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable at any time by the Purchaser to the Supplier.

(e) **Survival**

Expiry or termination of this Purchase Agreement does not affect a party's accrued rights and obligations at the time of expiry or termination.

(f) **Severability**

If any provision of this Purchase Agreement or these Terms is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of this Purchase Agreement or these Terms and the remainder of the effective provisions shall continue to be valid. The parties agree to replace such a void or unenforceable provision by a provision that is valid and enforceable and that comes as close as possible to the common intention of the parties underlying the void or unenforceable provision.

(g) **Entire agreement**

This Purchase Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings (whether written or oral) between the parties with respect to the subject matter hereof.

(h) **Amendments**

Changes of, or amendments to, this Purchase Agreement shall be made in writing. Such changes or amendments shall be duly signed by the authorized representatives of the parties.

(i) **Waivers**

A party's waiver of any of its rights under this Purchase Agreement must be in writing and duly executed by it. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy. A waiver of any right, remedy, breach or default will only be valid in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

(j) **Notices**

Any notice permitted or required to be given to a party under this Purchase Agreement shall be in writing and sent to its address as set forth in the Order or to such other address as such party has provided the other in writing for such purpose. Notices may be sent by post, courier, e-mail or fax. Notices shall be deemed to have been duly given (i) on the day of delivery when delivered in person, by courier, email or fax and (ii) three (3) business days after the day when the notice was sent when sent by post. In each instance, however, excluding Saturday, Sunday and public holidays.

(k) **Governing law**

This Purchase Agreement shall be governed by and

(l) **Dispute resolution**

(a) Any dispute, controversy or claim arising out of or in connection with this Purchase Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Act 2010. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Dublin, Ireland, and the language to be used in the arbitral proceedings shall be English.

(b) If there is more than one dispute, controversy or claim arising out of or in connection with this Purchase Agreement, and/or any other document made pursuant thereto, such disputes, controversies or claims, shall, unless deemed inappropriate by the arbitral tribunal in its sole discretion, be settled within the same arbitration proceedings, or, at least, by the same arbitrators.

(c) The information concerning any dispute, controversy or claim arising out of or in connection with this Purchase Agreement, including any arbitral award, shall remain confidential, save that a party may disclose such information if necessary to exercise its rights under this Purchase Agreement, any arbitral award or due to regulatory requirements.

(d) The United Nations Convention for the International Sale of Goods 1980 (CISG) shall not apply to this Purchase Agreement.
