

General Purchase Conditions Indirect of legal entity Tioxide Materials limited registered in the UK

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1. Definition list:

Acceptance means the confirmation by the Buyer that the Supplier has completed the Works and submitted all relevant documentation pertaining to the Works. Acceptance shall not constitute a waiver of any defects, non-conformities or claims.

Bribe means any payment or transfer of value, or any other payment commonly held to be improper. Any act that would breach the UK Bribery Act, the PRC Anti-unfair Competition Law or any equivalent legislation of any OECD member state or other country shall be considered a Bribe.

Buyer means Tioxide Materials Limited, a company incorporated under the laws of England and Wales with CRN: 16846918 (“Tioxide Materials Limited”), or any member of its group, that places an order, enters into the Contract, or issues an invitation to tender, together with its legal successors in title.

Claim means claims, liability, penalty, demands and causes of action of any kind whatsoever.

CLP means: the **GB Classification, Labelling and Packaging regime**, being Regulation (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures **as it forms part of retained EU law in Great Britain**, and as amended by the **Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2019**, the **Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2020**, and any subsequent amendments, replacements or consolidations applicable in **England, Scotland and Wales**, as administered by the **Health and Safety Executive (HSE)**.

Conditions means these General Purchase Conditions.

Contract or Agreement means the Buyer’s purchase order, or the agreement signed between the Buyer and Supplier, all listed documents mentioned therein and the Conditions.

Costs means costs, expenses, damage and losses incurred because of, or arising from or relating to a Claim including but not limited to legal fees and expenses, professional fees, disbursements, fines and convictions (including but not limited to those fines and convictions resulting from the violation or alleged violation of Local Laws by Supplier).

Data Protection Legislation means (a) the UK GDPR; (b) the EC Directive 2002/58/EC; (c) the Data Protection Act 2018; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (e) all other applicable national implementing laws and regulations in any jurisdiction relating to or impacting on the Processing of Personal Data, all as may be amended, supplemented or replaced from time to time.

Delivery means the delivery of the Goods or Works in accordance with clause 11.

Design Documents means all preparatory documents, drawings and/or designs.

EHS means environment, health and safety.

Goods mean the goods, material and/or equipment identified in the applicable purchase order and to be supplied by Supplier in accordance with the Contract.

Good Industry Practice means the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a highly skilled and experienced person performing responsibilities of the same (or materially similar) nature to the obligations of the Supplier in compliance with all applicable laws and regulations and the Contract. **Local Law** means all applicable national, municipal, local and other laws, codes and regulations and any requirements, ordinances, rules and regulations of any authorities having jurisdiction in connection with the Supplies in England and Wales.

Personal Data, Processing of Personal Data and Data Processor shall have the meaning given to those terms by the applicable Data Protection Legislation.

REACH means: the UK chemicals regulatory regime concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, being Regulation (EC) No 1907/2006 as it forms part of retained EU law in Great Britain, as amended by the European Union (Withdrawal) Act 2018 and the REACH etc. (Amendment etc.) (EU Exit) Regulations 2020 (SI 2020/1577), together with any subsequent amendments, replacements or consolidations applicable in England, Scotland and Wales, as administered by the Health and Safety Executive (HSE).

Representative(s) means any directors, employees, officers, agents, subcontractors, or advisors of such entity and any entity acting on that person's or entity's behalf.

Responsible Authority means any ministry or department, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority or any court, each having jurisdiction over the subject matter of the Contract.

Review means examination, inspection or review by or on behalf of the Buyer.

Site means the premises stipulated by the Buyer at which Delivery is to take place, including any land and other places stipulated by the Buyer for the purposes of the Contract on, under, in, or through which the Works are to be executed pursuant to the Contract.

Specifications means the technical specifications of a Good or Works as set out in the Contract or, if no such specifications are laid down in the Contract, the specifications described in the Supplier's product data sheet or as otherwise stipulated by the Buyer from time to time.

Supplier or Seller means the party who supplies or sells Goods and/or executes the Work as identified in the applicable purchase order or other documents which form part of the Contract.

Supplier's Personnel means Supplier's, directors, employees, officers, agents or advisors of Supplier and any person acting on that person's or Supplier's behalf.

Supplies means Goods and Works.

TUPE means: the **Transfer of Undertakings (Protection of Employment) Regulations 2006** (SI 2006/246), together with any amendments, replacements or consolidations from time to time applicable in **England, Scotland and Wales**.

TUPE Liability means any liability, cost, or expense arising from or in connection with the application or alleged application of TUPE, including without limitation any legal fees and expenses.

UK GDPR means Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018, as amended by the **Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019** and the **Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020**, together with any subsequent amendments, replacements or consolidations applicable in the United Kingdom.

Works means services and/or erection, installation or other works as well as the supply of materials, equipment, documents in connection with such services and works, identified in the applicable purchase order and to be provided by the Supplier in accordance with the Contract.

2. Applicability 2.1. The applicability of the Conditions is deemed accepted by the Supplier on the earlier of: (i) Supplier issuing written acceptance of the Contract, or (ii) any act by Supplier consistent with fulfilling the Contract. 2.2. A purchase order and/or these Conditions, are deemed accepted by the Supplier fourteen days after the date on which they are received by the Supplier, unless rejected in writing prior to expiry of that fourteen day period. 2.3. The Conditions apply to all invitations to tender, quotations, orders and agreements concerning the

supply of Goods or the supply of Works to the Buyer or at the Site(s). 2.4. Any terms and conditions of the Supplier are not applicable, unless explicitly accepted by the Buyer in writing. 2.5. The Contract is provided in English, and the original English language version of the Contract shall take precedence in the event of conflict between translations 2.6. In the event of a conflict, the following order of precedence shall apply: the purchase order, the Conditions and the invitation to tender (if any) and any other documents forming part of the Contract in the order in which they appear in the Contract. 2.7. Should any errors, omissions or inconsistencies appear in the Contract, Supplier shall report the same to the Buyer for correction before proceeding with the Works or delivery of the Goods. Supplier shall abide by and comply with all Contract documents and their intended purpose, and shall not avail himself of or rely upon any errors or omissions therein, if any, to the detriment of the Works or Goods.

3. Invitation to tender and order 3.1. Invitations to tender are not binding on the Buyer and only serve as an invitation to the Supplier to issue a quotation. 3.2. A quotation by the Supplier is irrevocable and valid for at least ninety (90) calendar days as from the date of quotation. 3.3. The Buyer does not reimburse any costs incurred by the Supplier on issuing a quotation. 3.4. The Buyer may terminate negotiations without stating any reason and without any obligation to pay damages. 3.5. The Buyer shall not be bound by any agreement or representation made by any person who is not expressly authorised in writing by the Buyer. Only persons expressly authorised in writing by the Buyer shall have authority to bind the Buyer. Supplier shall always ensure that agreements are made with authorised Representatives.

4. EHS and Site conditions 4.1. The Supplier is deemed to be familiar with all Site and EHS requirements of the Buyer and is obliged to comply with all EHS regulations and all applicable laws, as well as the Buyer's EHS and Site procedures and instructions. 4.2. The Works may have to be carried out simultaneously with several other contractors and suppliers which will be working on the Site. In such cases a close co-operation with the Buyer, for the coordination of the activities of the various contractors, is necessary and Supplier shall use best endeavours to cooperate with the Buyer and its third party contractors and suppliers and to comply with the Buyer's requests. Hindrances and waiting times can result from time to time. 4.3. During the execution of the Works, Supplier will always comply with Local Law on Labour Risks relating to health and safety which may apply from time to time. 4.4. Non compliance to this clause 4 will constitute a material breach.

5. Local Law, permits and licences Supplier shall comply with all Local Laws. Supplier shall obtain and maintain all permits, certifications and licences or the like required to perform under the Contract, for the proper execution of the Works and the use of the Supplies except those, which according to the express written terms of the purchase order shall be provided by the

Buyer. Breach of this clause 5 shall be a material breach of this Contract entitling the Buyer to terminate and seek remedies and the Supplier shall indemnify the Buyer against all Claims and Costs arising from or relating to any such breach.

6. Changes and contract variations 6.1. The Buyer may change, add and/or delete Contract documents as the Buyer may consider necessary to define or to explain more clearly the Supplies and/or any of the obligations of the Supplier. Such changes, additions and/or deletions shall be made in writing. They shall be considered as part of the Contract unless Supplier objects in writing immediately after receipt. If in the opinion of the Supplier such a change affects the agreed-upon price and/or the delivery date, the Buyer shall be informed forthwith and in writing and receive a new quotation regarding the price and term associated with it, as well as the consequences for the other work to be carried out by the Supplier. No adjustment to price, delivery date or any other term shall apply unless and until expressly agreed in writing by the Buyer. 6.2. Additional work the Supplier could or should have foreseen at the time the Contract was executed, or that is the result of a shortcoming on the part of the Supplier, shall in any event not be regarded as a change and shall be performed at the Supplier's own expense, within the originally agreed price and time for delivery agreed at the time the Contract was executed. 6.3. Subject to clause 21 (FM) supplier shall not be excused from any default or delay in the performance of its obligations under this Contract when such default or delay arises from risks which are reasonably foreseeable or inherent in the performance of the Contract, including (without limitation) the availability or lack of availability of: labour or material, transport issues, rejection of materials, strikes or other labour disputes (whether internal or external), supply chain disruption, increase in costs, or fluctuation in prices or wages (including inflation), tariffs or duties.

7. Assignment and subcontracting 7.1. Supplier shall not assign, transfer, delegate or subcontract the whole or any part of the Contract or any of its rights and obligations arising from tender invitations, quotations or orders without the prior written approval of the Buyer. In the case of such approval, clauses 7.2 and 7.3 shall apply. 7.2. The Supplier shall be jointly and severally liable with any approved assignee, sub-supplier, delegated person or subcontractor in connection with its obligations and liabilities under the Contract. 7.3. The conditions of the Contract shall be extended and incorporated into all contracts concluded between Supplier and approved sub-suppliers and sub-contractors, the Supplier shall be responsible for ensuring and procuring performance by all such sub-suppliers and sub-contractors and notwithstanding the foregoing shall remain primarily liable to Buyer for any acts or omissions of such sub-suppliers and sub-contractors.

8. Transfer of risk and title of ownership 8.1. For the delivery of Goods, the risk of loss of or damage to as well as the title of the Goods passes to the Buyer upon Delivery. 8.2. If the Buyer rejects any Goods, the risk in and title to those Goods shall revert to Supplier promptly on rejection. 8.3. The risk for loss of and damage to the Works or any part thereof shall pass to the Buyer upon Acceptance. The title of goods and materials delivered by Supplier regarding Works, shall pass upon arrival on the Site. 8.4. In the event that Supplier is required to incorporate in or to connect to the Supplies material or equipment which is directly or indirectly provided by the Buyer to Supplier, or if Supplier is required to hold materials or equipment on behalf of the Buyer, Supplier shall be responsible for any loss or damage whatsoever of or to the material or equipment supplied to him from the moment it comes into his possession until the moment he delivers the Supplies to the Buyer or a third party to whom Supplier has been directed by the Buyer to deliver it. 8.5. The Buyer shall not be liable for loss or damage to equipment, objects or materials belonging to the Supplier or Supplier's subcontractors unless such loss or damage arises out of gross negligence or wilful misconduct on the part of the Buyer. 8.6. All Supplies shall be free and clear of all liens, security interests and encumbrances. By starting with the execution of the Works, Supplier shall be deemed to have waived the right to retain (part of) the Works.

9. Pricing Prices for Supplies are fixed and as set out in the applicable purchase order and are fully inclusive of, but are not limited to, the following: cost of all necessary material, equipment, tools and documents, all cost of handling, transport, utilities, duties, tariffs, taxes (V.A.T. excluded), insurances, permits, premiums, supervision, EHS provisions, labour, reproduction, communication, delivery and all other items or components whether of a temporary or permanent nature required to deliver the Supplies in accordance with the Contract, as well as all fees, expenses, overhead and profit.

10. Invoicing and payment. 10.1. Invoices are paid in accordance with the payment term included in the Contract or failing such payment term being stipulated within forty-five (45) days of receipt of a valid invoice. 10.2. Payment is subject to the Supplies being at the Site and to the invoice being properly drawn and accompanied by the required supporting documents and undisputed. If invoices and/or supporting documents require correction or are disputed, the due date for payment will be computed from the date of receipt of the corrected invoice and/or documents or resolution of the invoice dispute, as applicable. 10.3. The Buyer has the right to suspend payment or a reasonable part thereof until deficiencies in the Supplies are rectified. 10.4. Payment by the Buyer shall not constitute recognition that the Supplies are in conformity with the Contract and shall not imply in any manner whatsoever any renunciation or waiver of rights. 10.5. The Buyer is entitled to set-off any and all amounts due to Supplier under the Contract, or under any other contract with the Buyer or a Representative, with any and all

amounts owed by Supplier to the Buyer, or any of the Representatives, for any reason whatsoever (netting). 10.6 In the event the Buyer defaults on payment of an undisputed invoice by the due date, the Buyer shall pay interest on the undisputed amount owed from the due date or, if applicable law allows to do so, from the date the Buyer receives a written notice, until the date of payment. Interest shall be accrued as at the Bank of England base rate up to a maximum applicable interest rate of 5% per annum.

11. Delivery 11.1. **Delivery of Goods** shall be made in accordance with DDP (ICC Incoterms 2020) at the time and place and in the quantities specified in the Contract and risk and title to the Goods shall pass at the point and time of Delivery. 11.2. **Delivery of Works** shall be deemed to occur upon Acceptance of the Works, which Acceptance shall take place within the timeframe and at the place specified in the Contract. 11.3. Partial Deliveries are not allowed in respect of Goods or Works, save with prior written permission of the Buyer. 11.4. The Buyer shall be excused from taking Delivery of any Goods or Works in case of breakdown of equipment or machines or a shutdown at its Site, strike, shortage of raw materials or energy or of another situation over which the Buyer has no control or which renders compliance with its obligation either impossible or unusually onerous.

12. Product support and spare parts The Supplier guarantees, for a period of five (5) years, the availability to the Buyer of spare parts for the Supplies concerned and the maintenance required to keep them in a good condition, at competitive prices respectively.

13. Warranties and Guarantee 13.1. The Supplier warrants that it shall provide the Works with the highest level of care, skill and diligence in accordance with Good Industry Practice and the Buyer's requirements. 13.2. The Supplier shall deliver Supplies that are in conformity with the Contract and guarantees that the Supplies meet all Specifications, properties and performances specified and shall be fully and safely operable for the intended purpose and are free from any visible and hidden defects and in accordance with all Local Laws. 13.3. The Supplier shall be liable for defects in the Supplies during a period which is the longer of that which is as stated in the applicable laws or as guaranteed by the manufacturer of the Supplies, but in any event at least twenty-four (24) months after Acceptance of the relevant Goods or Works. In case of replacement of the Supplies by the Supplier, that period shall start again at the time of Delivery of the replaced Supplies. 13.4. The Buyer shall be released from the obligation to carry out an immediate inspection upon Delivery of Goods. 13.5. For defects which become apparent during the guarantee period, the Supplier shall, within a reasonable period set by the Buyer, repair or, at the Buyer's discretion, replace the defective Supplies. The Supplier bears all the costs, including but not limited to materials, transport, travel and accommodation, assembly and disassembly and labour costs. 13.6. If Supplier has not fulfilled

its aforementioned duty to repair or replace within a reasonable cure period set by the Buyer or if the setting of such cure period is unreasonable for the Buyer (e.g. because of special urgency or the danger of unreasonably high damage), the Buyer itself may repair the deficiencies or replace the Supplies or may have them repaired or replaced, and recover the costs from the Supplier on condition that it notified the Supplier of this intention. 13.7. In addition to its rights laid down in clauses 13.5 and 13.6 above, the Buyer shall have the right to compensation and payment by the Supplier of all Costs and Claims and all amounts incurred or payable by the Buyer resulting from or related to the Supplier's supply of defective products or other breach of guarantee or any other material breach of this Agreement.

14. Inspection right The Buyer shall have access to Supplier's documents in connection with the Supplies for the purpose of auditing and verifying the Supplies and Supplier's compliance with the Contract. All costs and expenses incurred by the Buyer in connection with any audit or inspection shall be borne by the Supplier where such audit identifies a breach of the Contract by the Supplier. The Supplier shall provide full cooperation and access to all relevant records, personnel, systems and facilities as reasonably required by the Buyer to exercise its rights under this Clause.

15. Indemnification 15.1. Supplier shall hold harmless and fully indemnify the Buyer without limitation against any Claim brought by any persons or third parties for damage which is caused by a defect in the Supplies, by the Supplier or by Supplier's Personnel. The scope of the obligation to indemnify will extend to any and all Costs. The Buyer shall not be responsible to Supplier or Supplier's Personnel for Costs incurred as a result of the actions or defaults of any third party (unless a sub-contractor or sub-supplier of the Supplier) and any Claim in respect of such Costs shall not be the responsibility of the Buyer, except in case of the Buyer's wilful misconduct or grossly negligent breach of duty. 15.2. Save in the event of wilful misconduct or gross negligence on the part of the Buyer, Supplier shall hold harmless and fully indemnify without limitation the Buyer against any Claim brought by Supplier's Personnel and all Costs, on account of property damage, destruction or loss arising out of any act or omission of the Buyer. 15.3. If, due to Supplier's failure to do so, the Buyer is held liable to make any payments, including but not limited to social security and tax payments, to the employees employed by Supplier for Works or to any other third party, including but not limited to public authorities, whether it be or not on special blocked accounts, pursuant to legislation regarding the joint and several liability for social and tax liabilities of a contractor or any similar legislative measures, or otherwise, Supplier shall remain liable and immediately compensate the Buyer and indemnify and hold harmless the Buyer for any such payments. 15.4 All sums payable by the Supplier under this Clause 15 shall be recoverable on demand as a debt and may be set off by the Buyer against any sums due to the Supplier under the Contract or any other agreement.

16. Place and time of performance Goods shall be delivered to Site and Works shall be performed at Site during normal working-hours established for the Site, unless otherwise agreed by the Buyer and in accordance with all time scales and dates stipulated by the Buyer. Daily records of hours worked, approved by a Representative, shall be attached to Supplier's invoice(s).

17. Supplier's Personnel 17.1. Supplier's Personnel shall be suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract. 17.2. Supplier shall remove from the Site any of its personnel whose work is not satisfactory or is otherwise not acceptable to perform the works for the Buyer in accordance with this Contract and replace such personnel immediately without cost to the Buyer. 17.3. Supplier's Personnel shall not be considered employed by the Buyer, and their physical presence on the Site and/or the transmission of punctual instructions as to the performance of the Supplies by Supplier's Personnel shall not be construed as evidence of the existence of any employment relationship between such Supplier's Personnel and the Buyer. Whenever Supplier's Personnel are on the Site, they shall always strictly abide by all EHS policies in effect at the Site, as set forth in clause 4. To the extent that the Buyer would deem it necessary, or be required, to give instructions or orders to Supplier's Personnel in the performance of the Supplies rendered by such personnel, parties will, on Supplier's immediate initiative, draft and execute the appropriate arrangements and agreements as prescribed by mandatory regulations in the relevant jurisdiction. 17.4. It is not the expectation of the Buyer and Supplier that TUPE will apply to the Contract or to the provision of Supplies. The Supplier will use all reasonable endeavours to ensure that the Buyer and its Representatives do not incur TUPE Liability and shall on demand indemnify and hold the said persons harmless from and against all such TUPE Liability without limitation.

18. Insurance The Supplier shall take out and maintain the insurance coverage as set out in the Contract. In case no specific insurance requirements are contained in the Contract, Supplier shall take out and maintain appropriate insurance to cover all its liabilities and guarantees for Supplies under the Contract. Should Supplier at any time neglect or refuse to provide any insurance required by the Buyer, or should insurance be cancelled, the Buyer shall have the right to either acquire such insurance coverage at the Supplier's cost or to terminate Supplier's contract, if the Supplier does not provide the required insurance within timescale acceptable to the Buyer.

19. Review of Design Documents and Supplies 19.1. Design Documents required for the Supplies should be submitted by the Supplier for Review prior to Delivery on the Buyer's demand or on the date or time mentioned in the Contract. 19.2. The Buyer shall not be obliged

to conduct immediate Review upon receipt of the Design Documents. 19.3 No rights accrue to the Supplier as a result of the outcome of such a Review. A Review shall not be construed as approval by the Buyer of the completeness, correctness or practicability of the Design Documents. Any Review or failure to Review shall not relieve Supplier of any responsibility or liability with respect to the Supplies nor shall it limit the Buyer's rights for Claims, Costs and/or indemnification.

20. Packaging and transport 20.1. All Supplies shall be manufactured, labelled, packaged, stored, handled, delivered and transported in a manner which is: (a) in compliance with Local Laws; (b) in accordance with good commercial practices; (c) adequate to ensure safe arrival of the Supplies at the named destination; and (d) in accordance with any special instructions of the Buyer. Charges for preparation, packing, and transportation are included in the price agreed by the Buyer at the time of ordering unless separately specified in the Contract. Where applicable, any containers or packaging that are agreed by Buyer to be returned to Supplier will be returned at Supplier's risk and expense and any such obligation to return them must be expressly agreed to in writing by the Buyer. 20.2. The Supplier warrants that the Supplies comply with CLP. 20.3. If the Supplier does not comply with the stipulations of this clause 20, the Buyer will have the right to refuse Delivery of the Supplies concerned. In that event, the Supplies are regarded as undelivered.

21. Force Majeure 21.1. Where there is a Force Majeure Event, the party affected (Affected Party) must notify the other party promptly and in any event within 7 days, giving: (i) full particulars of the Force Majeure Event; (ii) details of each of the obligations prevented or delayed by the Force Majeure Event; (iii) the reasons for the Force Majeure Event preventing the Affected Party from, or delaying the Affected Party in, performing its obligations under this Contract; (iv) the estimated time required to overcome the Force Majeure Event; and (v) the proposed actions for mitigating the consequences of the Force Majeure Event. 21.2. A party ("Affected Party") shall not be liable for any delay or failure in performing its obligations under this Agreement if such delay or failure is caused by an event beyond its reasonable control, including, but not limited to: acts of God, fire, flood, storm, explosion, pandemic or epidemic, war, terrorism, civil unrest, labour disputes, or governmental action ("**Force Majeure Event**") 21.3. Neither party is responsible for any failure to perform its obligations under the Contract to the extent it is prevented or delayed in performing those obligations by a Force Majeure Event. 21.4. Neither party shall be relieved of any obligations under the Contract solely because of increased costs or other adverse economic consequences that may be incurred through the performance of its obligations, nor shall Supplier's subcontractor issues or supply chain disruption relieve the Supplier of its obligations under this Contract. 21.5. The Supplier shall not have any entitlement against the Buyer, nor shall the Buyer have liability for: (i) any costs,

losses, expenses, damages incurred by the Supplier during a Force Majeure Event; and (ii) any costs in any way incurred by the Supplier due to a Force Majeure Event. 21.6 If the Force Majeure Event continues for more than **30 days**, the Buyer may terminate the relevant obligations on written notice without liability, except for obligations accrued prior to the Force Majeure Event.

22. Intellectual Property Rights; Licences 22.1. Seller shall not infringe on any third-party Intellectual Property Rights such as patents, trademarks, copyrights and models regarding the Products 22.2. Supplier shall indemnify and hold the Buyer harmless against any Claim and Costs arising from or incurred by reason of any infringement of Intellectual Property Rights of third parties in connection with the Product or parts thereof, including the use of material or equipment and sale of products manufactured with the Product. 22.3. In the event of any Claim being made against the Buyer arising out of the matters referred to herein, Supplier shall be promptly notified thereof and shall at its own expense support the Buyer upon the Buyer's first request with all reasonably expected documents, statements and evidence. 22.4. Materials made available to Seller by the Buyer or produced or developed by Seller on the instructions of the Buyer, are or shall become the property of the Buyer. Seller will not apply for patents for the Materials. Seller undertakes to keep the Materials separate and to mark them as the property of the Buyer. Seller undertakes to return the Materials to the Buyer in good condition, together with any copies and the like which have been produced, at Seller's expenses, as soon as they have served the purpose for which they are intended, or earlier, if the Buyer so requests. 22.5. All Intellectual Property Rights in the Materials made available to Seller by the Buyer will vest in the Buyer. All Intellectual Property Rights in the Materials held (together, the Background IP) or produced or developed by Seller on the instructions of the Buyer, the adjustments thereto, extensions thereto and/or relating information, documents, etc. (together, the Foreground IP) are or shall become the property of the Buyer. Seller herewith assigns and transfers to the Buyer all rights in and to such Foreground and Background IP upon creation and the Buyer accepts such assignment and transfer. To the extent such assignment and transfer is legally impossible, Seller hereby grants to the Buyer a worldwide, irrevocable, exclusive, sublicensable, assignable and transferable, royalty-free license that is unlimited in time, geographical scope and field of use, to use the Foreground and background IP in any manner, for all known and unknown types of use, and for any purpose whatsoever. All the rights are granted in consideration for the remuneration paid by the Buyer under the Contract. In addition, the Parties agree that the aforementioned license and assignment of Intellectual Property Rights on Foreground IP and Background IP are (i) exclusive, irrevocable, sub-licensable, assignable and transferable, (ii) granted or assigned as soon as the related work is created, (iii) for as long as the related work is protected under author's rights, (iv) for the entire

world, (v) for any purpose including manufacturing, marketing, advertising, publishing, merchandising, and (vi) in any manner and on any actual, future, known or unknown medium. Such licensed and assigned Intellectual Property Rights include the unrestricted rights of reproduction, representation, performance, display, broadcasting, modification, adaptation, distribution, translation, rental and location of copies of all or part of the Foreground IP and Background IP.

23. Confidentiality All data, designs, drawings, product information, supply and customer information, all data and other documents and information disclosed to Supplier by the Buyer or its Representatives or created or obtained by the Supplier in performing the Contract are confidential information of the Buyer and shall not, without the prior written approval of the Buyer, be used by Supplier for any purpose whatsoever other than for the performance of Supplier's obligations under the Contract. Without the Buyer's prior written approval Supplier shall not make public any detail of the Contract, the Supplies, the material or equipment to be supplied or the purpose for which any Supplies are to be used and the Buyer shall maintain all the confidential information of the Buyer in strictest confidence at all times. This shall not apply to information known publicly at the time of entering into the Contract. The obligations under this Clause 23 shall survive termination or expiry of the Contract for a period of five (5) years, or in respect of any information which constitutes trade secrets or is otherwise confidential in nature, for so long as such information remains protected by confidentiality. Upon expiry or termination of the Contract, or at any earlier time on the Buyer's request, the Supplier shall promptly return or permanently delete (at the Buyer's option) all confidential information in its possession or control and shall certify in writing that it has complied with this obligation, save to the extent retention is required by applicable law.

24. Termination Without prejudice to all other rights or any other compensation to which the Buyer might be entitled contractually or pursuant to the law, including compensation for costs and expenses to obtain Supplies from a third party, the Buyer is, with immediate effect and without prior court approval, entitled to terminate the Contract or any part thereof by means of a written statement: - (i) if, notwithstanding reasonable written notice from the Buyer, the Supplier fails to comply properly or remedy any such non-compliance with one or more obligations under the Contract; - or (ii) to the extent permitted under the law, the Supplier is declared bankrupt, files for bankruptcy, applies for a moratorium or is subject to similar measures in the jurisdiction in which Supplier's organisation is established, it ceases business operations or liquidates his business, his permits are revoked, a significant part of his assets or goods intended for the execution of the Contract are attached or he transfers his business to a third party or parties, :- or (iii) the Supplier undergoes a change of control (whether direct or indirect), which in the reasonable opinion of the Buyer adversely affects or is likely to adversely

affect the Supplier's ability to perform the Contract or adversely affects the Buyer's enjoyment of the Supplies or performance thereof: - or (iv) the Supplier commits a breach of Clauses 15 (Indemnity), 18 (Insurance), 23 (Confidentiality), 27 (REACH), or 28 (ESG) and (if such breach is remediable) fails to remedy such breach within a reasonable period specified by the Buyer: - or (v) for convenience, by giving the Supplier not less than one (1) months' written notice.

Without prejudice to all other rights or any other compensation to which the Supplier might be entitled contractually or pursuant to the law, the Supplier is, with immediate effect and without prior court approval, entitled to terminate the Contract or any part thereof by means of a written statement: - if, notwithstanding reasonable written notice from the Supplier (of not less than 60 days), the Buyer fails to comply properly and materially or remedy any such material non-compliance with one or more material obligations under the Contract; - to the extent permitted under the law, the Buyer is declared bankrupt, files for bankruptcy, applies for a moratorium or is subject to similar measures in the jurisdiction in which Buyer's organisation is established, he ceases business operations or liquidates his business, his permits are revoked, a significant part of his assets or goods intended for the execution of the Contract are attached or he transfers his business to a third party or parties.

25. Disputes If any Claim whatsoever or any difference of opinion or dispute of whatever kind regarding the Contract and the performance thereof (hereinafter 'Dispute') arises between the parties and cannot be resolved through mediation by the parties themselves, such Disputes shall be exclusively and finally settled by the courts of England and Wales.

26. Applicable law. Without prejudice to Supplier's obligation to comply with Local Law in accordance with clauses 4, 5, 13, 16, 20 and 28, all issues, questions and disputes concerning the validity, interpretation, enforceability, execution and termination relating to the Contract or any issues regarding Supplies, shall be governed by the laws of England and Wales. Such law is applicable, with the exclusion of any other choice of law or whatever other local, foreign or international rules of conflict that would make another system of law of another jurisdiction applicable. Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

27. REACH The Supplier warrants, represents and undertakes on an ongoing basis that it shall comply with and the Supplies, including all substances contained in the Supplies, comply and shall comply with REACH.

28. ESG and Sustainability The Supplier shall conduct its business and perform the Contract in a manner consistent with high standards of environmental, social and corporate governance

("ESG"), and in accordance with all applicable environmental, human rights, labour and ethical trade laws and recognised industry good practice.

29. Data Protection Each party shall comply with all applicable Data Protection Legislation when Processing Personal Data while performing its obligations under this Contract. In the event the Supplier carries out data processing on behalf of the Buyer (as controller of such data) the Supplier shall enter into article 28 UK GDPR compliant data processing terms with the Buyer.

30. Severability The invalidity or unenforceability of any provision or part of a provision of the Contract shall not affect the validity of the remaining part of the Contract. Parties shall replace the affected clause by a valid one that has the same effect within the confines of the law as the affected clause.

31. Waiver, rights and remedies No failure or delay by the Buyer to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

31. Notices All notices shall be sent in writing to the purchasing contact on the purchase order and your direct contact related to the Services or Goods at the Buyer.