

MANUCHAR GROUP

General Terms and Conditions of Purchase



1. Scope of Application

1.1. All our purchases of goods and/or services either against payment or free of charge are governed by these general terms and conditions of purchase (the “Conditions”), unless explicitly agreed otherwise in writing. In the event of a continuing business relationship, the Conditions shall also apply to future transactions even if the Conditions are not explicitly referred to. By confirming an order from us or entering into any other type of contract (the “Contract”) with us, the supplier (the “Supplier”) confirms and is deemed to have read and accepted these Conditions and to have renounced to its own general terms and conditions, if any. The Supplier agrees that, except if explicitly confirmed in writing, no actions taken by us shall be interpreted as accepting any contractual provisions offered by the Supplier.

1.2. In these Conditions, “Incoterms®” shall mean the International Commercial Terms as most recently published at the time the transaction is concluded by the International Chamber of Commerce.

1.3. In the event of any conflict between the Conditions and more specific conditions agreed in writing between the Supplier and the Buyer (“Specific Conditions”), the latter shall prevail. The Conditions and any Specific Conditions shall hereinafter jointly be referred to as the “Contract”.

1.4. We reserve the right to amend, modify or otherwise alter the Conditions from time to time. The most recent version will always be available on [the Manuchar website](#), will be effective immediately upon publication on [the Manuchar website](#) and cover all pending and future orders and any contracts entered into after the date of publication.

1.5. The Conditions are available in different languages ([Download center | Manuchar](#)). In case of inconsistencies, the English version of these Conditions available on the mentioned website shall prevail.

1.6. “Buyer” or “Manuchar” shall mean the relevant company of the Manuchar group, including either Manuchar NV, Manuchar Steel NV, Baubur NV, Parts Trading Company NV, LDI International NV, Manuchar International Trade Services NV, Manuchar Pulp & Paper NV, Manuchar Wood NV, Manuchar Europe NV and any of their affiliates.

2. Time of Essence

Time is of the essence and all dates referred to in the Contract shall be firm. If the Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Contract, the Supplier shall promptly notify Manuchar in writing.

Furthermore, if the goods are not delivered or the services not performed in accordance with the applicable delivery dates, then without limiting any other remedy, the Supplier shall owe Manuchar liquidated damages in an amount equal to one percent (1%) of the amount of the order for each day of delay. The Supplier shall automatically be in default by failing to meet the applicable deadline and without any prior notice of default from Buyer’s side being required. Notwithstanding the right to such liquidated damages, Manuchar has the right to take any measures available, including but not limited to:

- the right to terminate the Contract with immediate effect and without any liability towards the Supplier;
- the right to claim and receive reimbursement of any possible prepayments already made to the Supplier; and,
- the right to claim and receive a higher amount of compensation if Manuchar can prove that the actual damage sustained will exceed the amount of liquidated damages calculated as aforementioned.

3. Delivery

3.1. Unless explicitly agreed otherwise in writing, all goods shall be delivered FCA (named port or place of departure) (as defined in the Incoterms®) except that maritime transport shall be delivered FOB (named port of shipment) (as defined in the Incoterms®). The final destination shall be determined by Manuchar.

3.2. Delivery shall be completed as per the applicable Incoterm®, but this shall not constitute acceptance of the goods.

3.3. The Supplier shall, concurrently with the delivery of the goods, provide Manuchar with copies of all applicable licenses as well as with all drawings, CE marks, material safety data sheets, instruction manuals, software, components, tools, and users rights necessary for the maintenance, use and/or resale of the goods. Each delivery of goods to Manuchar shall include a packing list which contains at least (i) the applicable order number, (ii) the quantity shipped per size and/or quality, (iii) the number of packaging, (iv) the kind of packaging (v) the date of shipment, and (iv) the batch or lot number.

3.4. The Seller shall record all hazards associated with the goods and their classification in accordance with domestic and international regulations and statutes (e.g., ADR, RID, ADNR, IMDG-Code, IATA-DGR, etc.) in the transfer and shipping documents.

3.5. The Supplier shall make no partial delivery, delivery of more than the agreed quantities or delivery before the agreed delivery date(s). Manuchar reserves the right to refuse delivery of the goods and return the same at the Supplier's risk and expense if the Supplier defaults in the manner and time of delivery or in the rate of shipment. Manuchar shall not be liable for any costs incurred by the Supplier related to the production, installation, assembly, or any other work related to the goods, prior to delivery in accordance with the Contract. The Supplier will reimburse Manuchar all costs of storage of more than the agreed quantities.

3.6. Any design, manufacturing, installation, or other work to be performed by or on behalf of the Supplier under the Contract shall be executed with good workmanship and using proper materials.

3.7. The Supplier shall pack, mark, and ship the goods in a manner which is in accordance with the applicable regulations and with sound commercial practices as well as with Manuchar' specifications in such a manner as to prevent damage during transport and to facilitate efficient unloading, handling, and storage. Notwithstanding the provisions of the applicable Incoterm®, the Supplier shall be responsible for and shall indemnify Manuchar for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm®) or pack the goods. Manuchar shall not be required to assert any claims for such loss or damage against the common carrier involved.

3.8. Unless agreed otherwise in writing, Manuchar will not be held to any minimum purchase obligations and the Supplier's prices will never be subject to any such minimum purchase obligations.

3.9. The Supplier shall prepare all shipping documents in accordance with the (i) applicable domestic and international trade/customs regulations and (ii) Manuchar's instructions, if any. The Supplier will promptly provide Manuchar with duly prepared shipping documents (where applicable) to minimize any delay in customs clearance or receipt of the goods.

4. Transport and Risk

All transport is carried out in accordance with the agreed Incoterm® or, in the absence hereof, at the Supplier's risk. Manuchar reserves the right to determine or arrange for route, means of transportation, as well as packaging of the goods unless otherwise agreed upon in writing.

5. Inspection, Testing and Rejection of the Goods

5.1. The Supplier acknowledges that it is not usual practice for Manuchar to inspect any goods on delivery as Manuchar relies on the Supplier's quality assurance and Manuchar shall not be under any obligation to do so.

5.2. Inspection, testing, reselling of or payment for the goods by Manuchar shall not constitute acceptance. Inspection or acceptance of or payment for the goods by Manuchar shall not release the Supplier from any of its obligations, representations, or warranties under the Contract.

5.3. Manuchar (and any third party designated by Manuchar) may, at any time, inspect the goods or the manufacturing process for the goods. If any inspection or test by Manuchar is made on the premises of the Supplier, the Supplier shall provide reasonable facilities and assistance for the safety and convenience of Manuchar's inspection personnel.

5.4. If in Manuchar's reasonable opinion, the goods fail to conform with the agreed specifications, Manuchar has the right to reject the same and it shall promptly notify the Supplier of such rejection, and Clause 9 below shall apply. Within two (2) weeks from such notification, the Supplier shall collect the goods from Manuchar at its own expense. If the Supplier does not collect the goods within said two (2) weeks period, Manuchar may have the goods delivered to the Supplier at the Supplier's cost, or with the Supplier's prior consent, which must be given within a reasonable period, destroy or resell the goods, without prejudice to any other right or remedy Manuchar may have under the Contract or at law. Goods not accepted but already paid for by Manuchar shall be reimbursed by the Supplier to Manuchar within thirty (30) days after the aforesaid notification and Manuchar shall have no payment obligation for any goods not accepted by Manuchar.

5.5. If, as a result of a sampling inspection, any portion of a lot or shipment is found not to conform with the Contract, Manuchar may reject and return the entire shipment or lot without further inspection or, at its option, complete the inspection of all items in the shipment or lot, reject and return any or all non-conforming units (or accept them at a reduced price) and charge the Supplier the cost of such inspection.

6. Performance of Services

6.1. The Supplier shall perform the services with due skill and care, using the proper materials and employing sufficiently qualified staff.

6.2. If services are performed at the premises of Manuchar, this will happen within the working hours applicable within Manuchar. Travel- and waiting time are not considered working time and may only be charged to Manuchar if priorly agreed in writing.

6.3. The Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the services.

6.4. Only written confirmation by Manuchar shall constitute acceptance of the services performed. If Manuchar does not accept the services, Clause 9 below shall apply. Manuchar shall promptly notify the Supplier of such rejection, and the Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by Manuchar in writing within thirty (30) calendar days of such notification.

7. Prices, Payment

7.1. Unless provided otherwise in the Contract, title to the goods shall pass to Manuchar at the time the risk is transferred to Manuchar pursuant to the applicable Incoterm®.

7.2. All prices quoted in the Contract shall be fixed prices.

7.3. Unless explicitly agreed otherwise in writing, Manuchar will not accept, pay for or be liable for any extra charges of any kind or nature, including and without limitation packing, cartage, returnable containers, any insurance charges, any surcharges for fuel, energy, raw materials or otherwise. All prices are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax. At or after the time delivery has been completed as per Clause 3.2 but ultimately within six (6) months from delivery, the Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and which shall at least contain: (i) the Manuchar purchase order number, and (ii) wording that shall allow Manuchar to take advantage of any applicable "input" tax deduction. In addition, the Supplier shall inform Manuchar whether Manuchar is allowed to apply for an exemption if and to the extent allowed under applicable law in such specific situation.

7.4. Subject to the acceptance of the goods and/or services by Manuchar, and unless provided otherwise in the Contract, payment shall be made within sixty (60) days from receipt of the correct invoice. If payment is not done on the due date, the Supplier shall notify Manuchar thereof in writing, and no late payment interest will start accruing nor any other sanction will apply unless explicitly provided for in the Contract and then only as from the agreed period following such notification.

7.5. If the Supplier fails to fulfill any of its obligations under the Contract, Manuchar may suspend payment to the Supplier upon notice to the Supplier and this until the actual due fulfillment of these obligations.

7.6. The Supplier hereby unconditionally accepts that Manuchar and any of its affiliates shall always have the right to set-off any amounts owed by any of them to the Supplier or its affiliates with any amounts owed to them by the Supplier or its affiliates.

7.7. Payments by Manuchar will firstly be imputed on the principal amount and only thereafter on any other amounts due by it.

7.8. The Supplier acknowledges and agrees that any amount to be paid by Manuchar to the Supplier may be paid on Manuchar's behalf by one of its affiliates and/or a third party designated by Manuchar. The Supplier shall treat such payment as if it were made by Manuchar itself and Manuchar's obligation to pay to the Supplier shall automatically be satisfied and discharged in the amount paid by such entity or third party.

7.9. The price shall be paid in the agreed currency. Any loss because of the volatility in exchange rates is for the Supplier's account.

8. Warranty

8.1. General warranties

The Supplier represents and warrants to Manuchar that:

- it has the full corporate power and authority to enter into the Contract and to carry out its obligations under the Contract;
- it is in the business of providing the goods or the services, and has adequate resources, equipment and fully trained personnel to enable it to provide the same;
- it shall obtain and maintain all licenses and permits required under all applicable laws and regulations in connection with the supply of the goods or the performance of the services.

8.2. Goods warranties and remedies:

The Supplier represents and warrants to Manuchar that all goods:

- are suitable for the intended purpose and shall be in accordance with applicable laws and regulations, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;
- strictly comply with the specifications, approved samples and all other requirements under the Contract;
- are delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use. Furthermore, all such licenses shall include the right to transfer and the right to grant sublicenses;
- shall be free from any and all liens and encumbrances;
- have been designed, manufactured and delivered in compliance with all applicable laws (including labor laws) and regulations;
- are provided with and accompanied by all information and instructions necessary for proper and safe use. The Supplier shall furnish to Manuchar any information required to enable Manuchar to comply with such laws and regulations in its use of the goods;
- will be accompanied by written and detailed specifications of the composition and characteristics, to enable Manuchar to transport, store, process, use and dispose of such goods safely and in compliance with all applicable laws and regulations.

8.3. These warranties are not exhaustive and shall not be deemed to exclude any warranties prescribed by law, the Supplier's standard warranties or other rights or warranties which Manuchar may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment, or resale of the goods, and shall extend to Manuchar and its customers.

8.4. Without prejudice to any other rights accruing under the Contract or at law, the warranties set forth in Clause 8.1 will subsist for a period of thirty-six (36) months from the date of delivery as per Clause 3.2, or such other period as agreed in the Contract (the "Warranty Term"). Goods repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said goods, or twelve (12) months following the delivery date of such repaired or replaced goods, whichever is longer.

9. Non-Conformity

9.1. If any goods or services are defective, latent or otherwise do not conform with the requirements of the Contract, Manuchar shall notify the Supplier and it may, without prejudice to any other right or remedy available to it under the Contract or at law, at its sole discretion:

- require due performance by the Supplier;
- require delivery of conform substitute goods or work products;
- require the Supplier to remedy the lack of conformity by repair which shall be performed within the shortest period of time;
- declare the Contract rescinded; or
- reduce the price in the same proportion as the value of the goods or services actually delivered, even if that results in a full refund of the price paid to the Supplier.

9.2. The Supplier shall bear all costs of repair, replacement, and transportation of the nonconforming goods, and shall reimburse Manuchar in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by Manuchar in connection therewith.

9.3. Risk in relation to the nonconforming goods shall pass to the Supplier upon the date of notification of non-conformity.

10. Intellectual Property

10.1. The Supplier represents and warrants to Manuchar that the goods and services do not and shall not, alone or in any combination, infringe or violate any third party (including the Supplier's employees and subcontractors) intellectual property rights.

10.2. The Supplier agrees that all works created, developed, or arising in relation to the performance of the Contract, regardless of their nature, shall irrevocably belong to the exclusive property of Manuchar, without any right to compensation on the part of the Supplier.

10.3. If, as part of the execution of the Contract, the Supplier would be entrusted with the creation of any copyrighted work, the Supplier explicitly agrees that all intellectual property rights attached to these works shall be transferred to Manuchar, for the entire duration of these rights and for the entire world. This transfer applies to the fullest extent, i.e., to all modes and forms of exploitation, known or unknown at the time the Contract was established.

10.4. The purchase of the goods and/or services shall confer on Manuchar and its affiliates an irrevocable, world-wide, royalty-free and fully paid up, non-exclusive and perpetual license under all intellectual property rights owned or controlled, directly or indirectly, by the Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the goods and/or services.

10.5. The compensation for the transfer of the intellectual property and patrimonial rights, respectively the attribution of a license as set out in Clause 10.4. above shall be covered by the price paid for the goods and/or services. The Supplier shall not be entitled to any additional compensation.

10.6. The Supplier shall not have any right, title, or interest in or to any of Manuchar's samples, data, works, materials, trademarks, and intellectual and other property nor shall the supply of goods and/or services alone or in any combination, or the supply of packaging containing Manuchar's trademarks or trade names give the Supplier any right or title to these or similar trademarks or trade names. Supplier shall not use any trademark, trade name or other indication in relation to the goods or services alone or in any combination without Manuchar's prior written approval and any use of any trademark, trade name or other indication as authorized by Manuchar shall be strictly in accordance with the instructions of and for the purposes specified by Manuchar.

10.7. The Supplier shall not, without Manuchar's prior written consent, publicly make any reference to Manuchar, whether in press releases, websites, advertisements, sales literature or otherwise and undertakes to immediately delete any reference to Manuchar upon request.

11. Intellectual Property Indemnification

11.1. The Supplier shall indemnify and hold harmless Manuchar, its affiliates, agents and employees and any person selling or using any of Manuchar's goods in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the goods or services alone or in any combination or their use infringes any third party intellectual property rights, or, if so directed by Manuchar, shall defend any such claim at the Supplier's own expense.

11.2. Manuchar shall give the Supplier prompt written notice of any such claim, provided, however, that any delay in notice shall not relieve the Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. The Supplier shall provide all assistance in connection with any such claim as Manuchar may reasonably require.

11.3. If any goods or services alone or in any combination, supplied under the Contract are held to constitute an infringement or if their use is enjoined, the Supplier shall, as directed by Manuchar, but at its own expense: either

- procure for Manuchar or its customers the right to continue using the goods or services alone or in any combination; or
- replace or modify the goods or services alone or in any combination with a functional, non-infringing equivalent.

11.4. If the Supplier is unable to perform its obligation under Clause 11.3. above, Manuchar may terminate the Contract and upon such termination, Supplier shall reimburse to Manuchar the price paid, without prejudice to the Supplier's obligation to indemnify Manuchar as set forth herein.

12. Indemnification

The Supplier shall indemnify and hold harmless Manuchar, its affiliates, agents and employees and anyone selling or using any of the goods and services, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the delivery of the goods or performance of the services covered by the Contract, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of the Contract, or negligence of the Supplier, or of anyone acting under its direction or control or on its behalf, in connection with the goods, services or any other information furnished by the Supplier to Manuchar under the Contract.

13. Compliance with Laws and Manuchar's Code of Conduct

13.1. The Supplier shall at all times comply with all laws and regulations, including, but not limited to, all fair labor, equal opportunity, environmental and trade compliance laws and regulations. The Supplier shall furnish to Manuchar any information required to enable Manuchar to comply with any applicable laws and regulations in its use of the goods and services. If the Supplier is a person or legal entity doing business in the United States, and the goods and/or services are sold to Manuchar under federal contract or subcontract, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts are hereby incorporated by reference. Additionally, if the Supplier is a person or legal entity doing business in the United States, the Equal Employment Opportunity Clauses set forth in 41 Code of Federal Regulations, Chapters 60-1.4, 60-250.5, and 60-741.5, are hereby incorporated by reference.

13.2. The Supplier acknowledges having received a copy of the Manuchar Supplier Code of Conduct which can be found on Manuchar's website ([Download center | Manuchar](#)). The Supplier must at all times respect the principles set out in this Supplier Code of Conduct the terms of which are to be considered Specific Conditions prevailing in case of inconsistencies as set out in Clause 1.3 above.

14. Personal Data

14.1. For the purpose of or in connection with any Contract, the Supplier may come to process information in any form relating to an identified or identifiable individual ("Personal Data"), including sensitive data. This Clause 14 sets out the terms and respective rights and duties of the Parties in respect of such Processing of Personal Data. When used in the Contract, "Processing" shall mean any operation or set of operations performed by automatic means or otherwise, including, without limitation, the collection, recording, rearrangement, organization, storage, loading, adaptation or alteration, retrieval, consultation, display, use, disclosure, dissemination, removal, erasure, or destruction of Personal Data ("Process" and "Processed" shall be construed accordingly).

14.2. The Supplier may act as a controller and/or a processor of Personal Data. Where the Supplier Processes Personal Data as a controller, it undertakes and warrants that it and its personnel involved with the performance of the Contract shall Process all Personal Data in accordance with all laws and regulations applicable to the processing, protection, confidentiality or security of Personal Data. Where the Supplier Processes Personal Data as a processor, it shall comply with Clause 14.4 in respect of such Processing.

14.3. The duration of the Processing shall be limited to the term of the Contract plus the period from the expiry of the term until deletion or return of the Personal Data by the Supplier in accordance with the Contract.

14.4. The Supplier undertakes and warrants that it and its personnel involved with the performance of the Contract shall:

- Process all Personal Data in accordance with all laws and regulations applicable to the processing, protection, confidentiality or security of Personal Data and all further instructions provided by Manuchar regarding the Processing;
- Process the Personal Data appropriately and accurately and only insofar as necessary to supply the goods and services;
- not Process the Personal Data for purposes not so authorized or so instructed by Manuchar;
- ensure that only the Supplier's personnel involved with the performance of the Contract shall have access to the Personal Data and shall require such personnel to protect and maintain the confidentiality and security of the Personal Data;
- implement appropriate technical and organizational security measures to ensure an appropriate level of security and protect the Personal Data;
- cooperate with Manuchar where this is necessary for the performance of Manuchar's data protection impact assessments;
- not disclose the Personal Data to any third party without the prior written approval of Manuchar. In case of a request for disclosure to a competent governmental or semi-governmental authority or court, if permitted by law, the Supplier shall inform Manuchar of the exact nature of the request and the legal obligation to comply with such request;
- inform Manuchar without undue delay and in no event later than 24 hours after becoming aware of a breach of this Clause 14. The Supplier shall promptly take all necessary and appropriate corrective actions to remedy any deficiencies in its security measures and avoid any reoccurrence, and take any action pertaining to such security incident required by applicable law and by Manuchar;
- not hold Personal Data any longer than necessary for the purpose of performing its obligations under the Contract. Subject to the Supplier's legal and regulatory obligations with regard to the Personal Data, the Supplier shall ensure that the Supplier and its personnel that Processes the Personal Data on its behalf (a) promptly returns all Personal Data in its possession or control and all copies thereof to Manuchar and/or to a third party of choice of Manuchar upon Manuchar's first request; and (b) upon termination of the Contract, for whatever reason, ceases to use the Personal Data and at Manuchar's sole option arranges for either the prompt and safe return to Manuchar and/or to a third party of choice of Manuchar or the secure deletion and destruction of all the Personal Data together with all copies in its possession or control;
- ensure that transfers of Personal Data to Supplier's affiliates or sub-processors will occur on the basis of a legally recognized transfer mechanism if Personal Data would be transferred outside the European Economic Area as necessary to provide the goods and services;
- inform Manuchar without undue delay of any complaints, requests or enquiries received from individuals, including but not limited to requests to access, rectify, or delete Personal Data. The Supplier shall not respond to the individual directly except where specifically instructed by Manuchar. Supplier shall in any event cooperate with Manuchar to address and resolve any complaints, requests or enquiries from individuals;
- make available to Manuchar all information necessary to demonstrate compliance with the obligations applicable to the Processing and laid down in the Contract.

14.5. Manuchar acknowledges and agrees that the Supplier may engage sub-processors to Process Personal Data. The Supplier shall ensure that sub-processors are contractually bound to the same data protection obligations with respect to the Processing of Personal Data as those to which Supplier is bound under this Clause. The Supplier remains fully liable to Manuchar for the sub-processor's performance of the Contract, as well as for any acts or omissions of the sub-processor regarding its Processing.

15. Compliance with international sanctions

15.1. For purposes of this provision, "Sanctions" means any trade, economic and/or financial sanctions or export controls (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law, as well as import and export restrictions related to military and dual use products and technologies, chemical precursors (drugs and explosives), dangerous chemicals, pesticides and substances that deplete the ozone layer), adopted by the US, UK, EU (or its respective Member States), UN, or any other government authority.

15.2. The Supplier represents and warrants that neither it nor any person or entity that directly or indirectly owns or controls it, that it directly or indirectly owns and controls, or for which it is acting on behalf of or at the direction of is a designated target of any Sanctions, nor an individual ordinary resident in or an entity incorporated under the laws of a country subject to comprehensive sanctions administered by the U.S. Department of Treasury office of Foreign Assets Control ("OFAC") ("Sanctioned Country") (collectively "Sanctioned Person"). The Supplier agrees and undertakes to the Buyer that it and its suppliers, agents, contractors and representatives ("Supplier Related Parties") will fully comply with the requirements of all applicable Sanctions in the performance of any Contract.

15.3. The Supplier agrees and undertakes that the goods being supplied in the performance of the Contract are not directly or indirectly originating from a Sanctioned Person or Country, nor are or will the goods be transported on a vessel sailing under the flag of a Sanctioned Country or that is a Sanctioned Person, or otherwise dealt with in any way which would cause a breach of Sanctions by Manuchar, its banks, insurers, agents, contractors, representatives, or shareholders ("Manuchar Related Parties") or which would expose Manuchar or Manuchar Related Parties to the effects of any Sanctions.

15.4. The Supplier will not and shall procure that the Supplier Related Parties will not, cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the anti-boycott laws or regulations of the US, UK, UN, the EU (or its respective member states), or any other governmental authority.

15.5. Without prejudice to the foregoing, the Supplier agrees to cooperate with Manuchar's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this Clause.

15.6. Each and every obligation, warranty and undertaking in this Clause 15 shall be deemed to be an essential condition of any Contract and breach of any of these warranties or undertakings entitles Manuchar to terminate the Contract immediately and unilaterally without any further notice nor any further liability towards the Supplier. The Supplier shall immediately notify Manuchar in writing of any changes or circumstances that may result in a breach of this Clause.

16. Compliance with anti-corruption and anti-money laundering laws

16.1. Each party respectively agrees and undertakes to the other that, in connection with any Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law, adopted by any state or government or

international organization such as, but not limited to, the EU or the UN relating to anti-bribery and anti-money laundering, the US and the U.S. Foreign Corrupt Practices Act of 1977 and the UK and the UK Bribery Act of 2010 (hereinafter the “Anti-Corruption and Anti-Money Laundering Laws”). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:

- a. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
- b. an officer or employee of a public international organization;
- c. any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
- d. any political party or official thereof, or any candidate for political office; or e. any other private person, individual or entity; or
- e. any other private person, individual or entity.

16.2. The Supplier agrees and undertakes that it and its agents, contractors and representatives will fully comply with the requirements of all applicable Anti-Corruption and Anti-Money Laundering Laws in the performance of the Contract.

16.3. Each and every obligation, warranty and undertaking in this Clause shall be deemed to be an essential condition of any Contract and breach thereof entitles the non-breaching party to terminate the Contract immediately and unilaterally without any further liability towards the other party.

17. Customs Compliance

17.1. On an annual basis, or upon earlier request of Manuchar, the Supplier shall provide Manuchar with a supplier declaration of origin in relation to the goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations, including those of the United States. In particular, the declaration should explicitly mention whether the goods, or part thereof, have been produced in the United States or originate in the United States. Dual-use goods, or otherwise classified goods supplied by the Supplier should be clearly identified by their classification code.

17.2. For all goods that qualify for application of regional or free trade agreements, general systems of reference or other preferential arrangements, it is the responsibility of the Supplier to deliver goods with the appropriate documentary evidence (e.g., Supplier’s declaration, preferential origin certificate/invoice declaration) to confirm the preferential origin status.

17.3. Supplier shall mark every good (or the good’s container if there is no room on the good itself) with the country of origin. The Supplier shall, in marking the goods, comply with the requirements of the customs authorities of the country of receipt. If any goods are imported, the Supplier shall, when possible, allow Manuchar to be the importer of record. If Manuchar is not the importer of record and the Supplier obtains duty drawback rights to the goods, the Supplier shall, upon Manuchar’s request, provide Manuchar with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Manuchar.

18. Corporate Social Responsibility

18.1. **Forced labor, modern slavery and child labor.** The Supplier undertakes to take all reasonable measures to ensure that forced labor and child labor, as defined in the conventions of the International Labor Organization, as well as modern slavery, do not take place in any part of its activity, nor in the activity of its subcontractors or suppliers, even if permitted by applicable local legislation. In particular, the Supplier agrees and undertakes to:

- respect the freedom of movement of its employees, not to require any employee to deliver bonds or identity documents to his employer with a view to retaining them, nor to deny such employees the freedom to leave their employer after reasonable notice; and
- not use illegal child labor in the performance of its obligations and to comply with local laws regarding minimum employment age in the countries in which it operates. If no local law exists regarding child labor, the Supplier must not employ persons below the age of 15. If local law on the matter exists, the Supplier must abide by it with the understanding that the Supplier must not assign workers under the age of 18 to hazardous work regardless of the local law provisions.

18.2. Human Rights and Employee Rights. The Supplier represents and warrants to comply with the International Bill of Human Rights adopted by the United Nations, as well as with all applicable laws, statutes and regulations against slavery and human trafficking in force in any relevant jurisdiction. The UN International Bill of Human Rights consists of the Universal Declaration of Human Rights; the International Covenant on Economic, Social and Cultural Rights; and the International Covenant on Civil and Political Rights and its two Optional Protocols.

The Supplier agrees and covenants to comply with all applicable laws and industry standards regarding the number of hours an employee or contract worker may work in a continuous shift, day, week or specified period of time. Supplier shall provide fair, just, and timely compensation to all employees, including any necessary extra pay for overtime work. Supplier shall not use, nor permit its employees, agents, or subcontractors to use, physical, sexual or mental abuse, threat of physical abuse, or other forms of intimidation on its employees. The Supplier shall respect the employees' decision to join and support a union, as well as their decision to refrain from doing so when legally permitted. The Supplier shall ensure a workplace free of harassment and any type of discrimination based on race, sex, age, nationality, marital status, ethnic origin or any other legally protected status.

18.3. Occupational Health and Safety. The Supplier agrees and undertakes to take all necessary measures within its organization to ensure health and safety at work as required by any relevant jurisdiction, including the United Nations International Bill of Human Rights. In particular, the Supplier undertakes to:

- strive to provide safe working conditions;
- respect all applicable health and safety standards;
- implement for its own activities a policy aimed at reducing accidents in the workplace and at identifying and preventing risks affecting the health and safety of employees; and
- provide employees with adequate protection from exposure to hazardous materials and access to clean drinking water and sanitary facilities.

18.4. Environment and Sustainability. The Supplier shall adhere to environmentally responsible practices throughout its supply chain, including the reduction of greenhouse gas emissions, conservation of natural resources and the elimination of harmful chemicals or substances. The Supplier shall strive to continually improve its environmental performance by setting and working towards goals aimed at reducing the environmental impact of its activities, protecting the current and future environmental interests of the community in which it operates, and seeking to eliminate and/or reduce environmental pollution that may be attributable to its operation. To that end, the Supplier ensures its compliance with all applicable international, federal, state, and local environmental laws and regulations,

18.5. Carbon emissions. The Supplier is required to report the carbon emissions related to the goods. The Supplier must provide a detailed report of the carbon footprint of the goods, including the emissions generated during the production, transportation, and disposal of the goods. The report must be submitted to us within 30 days of the delivery of the goods.

19. Conflict Minerals and Sustainable Sourcing

19.1. The Supplier acknowledges that Manuchar does not trade in Conflict Minerals. "Conflict Minerals" refers to minerals and derivative metals that have been identified as being of concern from areas recognized

as conflict regions and which are subject to international, U.S. and EU regulations and laws. The Supplier represents and warrants to Manuchar that the goods do not contain "Conflict Minerals" that directly or indirectly finance or benefit an armed group.

19.2. The Supplier recognizes that compliance with sustainable sourcing practices is in the best interest of both the environment and society. The Supplier commits to prioritize sustainable sourcing practices in the supply of the goods or services described in the Contract, and to strive to create positive social and community impacts through its sourcing practices.

20. Limitation of Liability

20.1. Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.

20.2. Subject to Clause 20.1, in no event shall Manuchar be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if Manuchar has been advised of the possibility of such damages, and in no event shall Manuchar be liable to the Supplier, its successors or assigns for damages in excess of the amount due to the Supplier for complete performance under the Contract, less any amounts already paid to the Supplier by Manuchar.

21. Force Majeure

21.1. If any party is prevented from performing any of its obligations under the Contract for reason of force majeure (being an event unforeseeable and beyond the control of the Supplier) and that party has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. The party invoking force majeure shall be entitled to terminate the Contract with immediate effect by written notice to the other party, immediately if the context of the non-performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, the other party shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of the Supplier shall in any event not include unavailability of proper transport means such as land or sea transport, shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by the Supplier, financial problems of the Supplier, nor the inability of the Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the goods or services to be supplied.

21.2. In case of force majeure on the side of the Supplier, the latter shall where feasible, exercise its best efforts to obtain goods from other sources either within or separate from its regular production and distribution system until sufficient goods from the normal sources is available. Manuchar shall have the right to decline - without the incurrance of any costs - any such replacement goods and to seek an alternative solution if available.

22. Suspension and Rescission

22.1. Without prejudice to any other right or remedy available to Manuchar under the Contract or at law, Manuchar shall be entitled at its discretion to suspend the performance of its obligations under the Contract in whole or in part or to declare the Contract rescinded in whole or in part by means of written notice with immediate effect to the Supplier if:

- the Supplier voluntarily files or becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or any similar proceeding;
- the Supplier ceases or threatens to cease to carry on business in the ordinary course;
- the Supplier breaches any of its obligations under the Contract or Manuchar, in its reasonable discretion, determines that the Supplier cannot or shall not deliver the goods or perform the services as required; or
- the Supplier fails to provide adequate assurance of performance following request by Manuchar.

22.2. Manuchar shall not be liable to the Supplier by virtue of exercising any of the rights under Clause 22.1.

23. Confidentiality

23.1. The Supplier shall treat the existence and content of the Contract and all information provided by or on behalf of Manuchar or generated by the Supplier for Manuchar under the Contract as confidential (“Confidential Information”). The Confidential Information shall be used by the Supplier only for the purposes of the Contract. The Supplier shall protect the Confidential Information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of Manuchar and the Supplier shall, upon Manuchar’s demand, promptly return to Manuchar all such information and shall not retain any copy thereof. 23.2. Supplier shall treat the Confidential Information as secret and confidential, and not, at any time, during the Contract term and for three (3) years thereafter, disclose, distribute, publish, copy, reproduce, sell, lend, manipulate, or otherwise make use of, or permit use to be made of, any Confidential information, except with Manuchar’s explicit written consent.

24. Miscellaneous

24.1. The Supplier will maintain sufficient and comprehensive commercial general liability insurance (including products liability, property damage and personal injury liability, and any other liability as may be requested from time to time by Manuchar) with, unless otherwise agreed by Manuchar, a minimum limit of three million Euro (EUR 3,000,000) for claims of bodily injury, including death, and any other damages that may arise from the use of the goods or services or acts or omissions of the Supplier under the Contract. Such insurance policies will be written with appropriately licensed and financially responsible insurers. The Supplier shall inform Manuchar of any cancellation or reduction in coverage with a minimum of thirty (30) days prior written notice. Certificates of insurance evidencing the required coverage, limits and insurance policies shall be furnished by the Supplier to Manuchar upon Manuchar’s request.

24.2. The Supplier shall provide the goods and render the services hereunder as an independent contractor and not as an agent of Manuchar and nothing contained in the Contract is intended to create a partnership, joint venture or employment relationship between the parties irrespective of the extent of economic dependency of the Supplier on Manuchar.

24.3. The Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Contract without the prior written consent of Manuchar. The Supplier will remain fully liable for the actions of any third parties regardless of whether approved by Manuchar without prejudice to any rights of Manuchar to seek recourse against such third parties.

24.4. Neither the failure nor the delay of Manuchar to enforce any provision of the Contract shall constitute a waiver of such provision or of the right of Manuchar to enforce each and every provision of the Contract. No course or prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of the Contract. No waiver, consent, modification or amendment of the terms of the Contract shall be binding unless made in a writing specifically referring to the Contractor signed by Manuchar and the Supplier.

24.5. In the event that any provision(s) of these Conditions and of the Contract shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Contract. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

24.6. All terms and conditions of the Contract which are destined, whether express or implied, to survive the termination or the expiration of the Contract, including but not limited to Warranty, Intellectual Property, Confidentiality and Personal Data, shall survive.

25. Law and Disputes

25.1. The Contract shall be construed and governed in all respects by the law of the country where the registered office of the Buyer is established, excluding the United Nations Convention on Contracts for the International Sale of Goods (1980) and excluding principles of International Private Law that would designate any other laws to apply.

25.2. Any dispute arising in connection with the Contract shall be exclusively submitted to the competent court of the jurisdiction in which the registered office of the Buyer is established, or, at the Buyer's option, the competent court of the Supplier's registered office.