

All orders which are accepted by **The West Group USA INC.** ("TWG USA") (with principal place of business at 2360 Crist Road, Suite B800, Garland, Texas, 75040) will be subject to these Conditions. Unless specifically agreed otherwise in writing signed by an authorized representative of TWG USA, these Conditions (and the documents referred to in these Conditions) apply to the Contract to the exclusion of any other terms that Customer may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. TWG USA's failure to object to provisions contained in any purchase order, confirmation, or other document of Customer shall not be deemed an acceptance of such provisions.

1. INTERPRETATION

1.1. Definitions

In these Conditions, the following definitions shall apply:

"Bespoke Goods" shall mean any items which are not part of TWG USA's standard range of Goods and which have been manufactured or procured by TWG USA to Customer's specific order, design or specification, as contained within a Customer Specification or any Goods within TWG USA's standard range of Goods which have been customized to Customer's specific requirements;

"Business Day" shall mean a day (other than a Saturday, Sunday or public holiday) when banks in the jurisdiction the parties are registered in, are open for business;

"Conditions" shall mean these terms and conditions of sale and any special terms and conditions agreed in writing between TWG USA and Customer;

"Confidential Information" shall mean any information of a confidential nature concerning the business, affairs, customers, clients, or suppliers of a party or of any member of its group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities, customers, pricing information, financial data, manufacturing processes, supplier relationships, and technical specifications;

"Contract" shall have the meaning given to it in clause 2.3;

"Customer" shall mean the person who or firm that purchases the Products and/or Services from TWG USA;

"Customer Specification" shall mean a specification setting out Customer's requirements for Bespoke Goods;

"Force Majeure Event" shall mean an event or circumstance the cause of which is beyond TWG USA's reasonable control, including but not limited to acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions and import or export restrictions, quota's or prohibitions, breaking off of diplomatic relations, nuclear, chemical or biological contamination, sonic boom, maritime incidents and disruptions, including lost cargo and piracy, any law or any action taken by a government or public authority, including failing to grant a necessary license or consent, collapse of buildings, fire, explosion or accident, any labor or trade dispute, strikes, industrial action or lockouts or any non-performance by suppliers or subcontractors or interruption or failure of any utility service;

"Goods" shall mean the products described in TWG USA's brochures, associated documentation, from time to time and, where the context requires, the Goods ordered by and supplied to Customer;

"Intellectual Property Rights" shall mean any patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist now or will subsist in the future in any part of the world;

"Order" shall mean Customer's order as described at clause 2.1;

"Order Confirmation" shall have the meaning given to it in clause 2.3;

"Products" shall mean Goods and Bespoke Goods;

"Specification" shall mean the standard documented details of any Goods which describe the products, materials, volumes and work required;

“**Services**” shall mean services such as consultancy, training related to Products and technical support, as agreed with Customer in accordance with clause 7.1;

“**Warranty Period**” shall mean the standard warranty period for the Products and Services provided for, by TWG USA to Customer. For the avoidance of doubt, all warranty periods shall start upon the date of delivery in relation to the particular Product or the date of performance of the Services unless otherwise agreed in writing by TWG USA.

1.2. Interpretation

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written notice includes email and electronic communications but excludes fax unless expressly stated otherwise.

2. ORDERS

- 2.1. An Order constitutes an offer by Customer to purchase Products and/or Services in accordance with these Conditions.
- 2.2. Customer is solely responsible for ensuring that the terms of any Order are complete and accurate. TWG USA shall have no liability for any errors, omissions, or inaccuracies in Customer's Order, and Customer shall indemnify TWG USA for any costs, losses, or damages arising from incomplete or inaccurate Order information provided by Customer.
- 2.3. An Order shall only be deemed to be accepted when TWG USA issues a written Order Confirmation, at which point and only at which point a Contract shall come into existence between Customer and TWG USA. No other conduct, including commencement of manufacturing, or verbal communications, shall constitute acceptance of an Order. TWG USA reserves the right to reject any Order for any reason, including but not limited to concerns about Customer's

creditworthiness, capacity constraints, or inability to meet Customer's specifications

- 2.4. Any amendments, modifications, or changes to an Order, including cancellations by Customer after an Order Confirmation has been issued shall only be made with TWG USA's prior written consent signed by an authorized representative (at TWG USA's absolute and sole discretion). TWG USA reserves the right to charge for any and all associated costs of such amendments, modifications, changes or cancellations, including but not limited to restocking fees, redesign costs, manufacturing delays, and administrative expenses. Customer shall pay all such costs in advance of TWG USA implementing any approved amendments.
- 2.5. Unless otherwise agreed in writing, any samples, drawings, or advertising produced by TWG USA and any illustrations contained in TWG USA's catalogues or brochures, are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract between TWG USA and Customer. TWG USA shall be under no liability whatsoever for inaccuracies, changes or alterations in dimensions or measurements given.

3. GOODS AND BESPOKE GOODS

- 3.1. Goods are as described in TWG USA's catalogue, (unless modified by any applicable Customer Specification agreed between the parties which shall result in such Goods being Bespoke Goods).
- 3.2. TWG USA reserves the right to amend the Specification of the Goods at any time if such changes do not materially affect the quality or functionality of the Goods, or if required to ensure compliance with any applicable statutory or regulatory requirements, or if necessitated by the availability of materials, components, or manufacturing processes. TWG USA shall be the sole judge of whether changes materially affect quality or functionality. TWG USA shall provide notice of such changes to Customer but shall not be liable for any consequences of such specification changes made pursuant to this clause.
- 3.3. Where TWG USA supplies any Bespoke Goods to Customer, the following additional terms shall apply, and Customer acknowledges that Orders for Bespoke Goods are non-cancellable and non-returnable once manufacturing has commenced:
 - (a) the price for the supply of Bespoke Goods shall be as set out in TWG USA's formal written quotation signed by an authorized representative of TWG USA. Any quotation shall be valid for thirty (30) days from the date of issuance unless otherwise

- specified. TWG USA reserves the right to adjust pricing if Customer's Specifications change or if material or labor costs increase between quotation and Order Confirmation;
- (b) TWG USA shall use commercially reasonable efforts to manufacture the Bespoke Goods in all material respects in accordance with Customer Specification, subject to normal manufacturing tolerances and variations inherent in the manufacturing process. TWG USA makes no warranty that Bespoke Goods will exactly match Customer Specification in all respects;
 - (c) Customer shall have full and sole responsibility for ensuring the accuracy, completeness, feasibility, and fitness for purpose of Customer Specification. Customer warrants that the Customer Specification does not infringe any third-party Intellectual Property Rights and shall indemnify, defend, and hold harmless TWG USA from and against any claims, losses, damages, or expenses arising from any defects, errors, omissions, or infringements in the Customer Specification. TWG USA shall have no obligation to verify or validate Customer Specification and shall not be liable for any consequences of manufacturing goods according to a defective or inadequate Customer Specification;
 - (d) if appropriate, Customer shall provide any and all materials as required for the Bespoke Goods. TWG USA shall not be liable for loss of, or damage to, any such materials during fabrication by TWG USA or by any sub-contractor employed by TWG USA or whilst on the premises of TWG USA or of any such sub-contractor or in transit to or from the premises of TWG USA or of any such sub-contractor.
 - (e) Customer shall indemnify, defend, and hold harmless TWG USA from and against all liabilities, claims, damages and expenses, including legal and professional costs and reasonable attorney fees, suffered or incurred by TWG USA in connection with any claim, demand, action, or proceeding made or brought against TWG USA by any third party for any actual or alleged infringement of that third party's Intellectual Property Rights arising out of or in connection with TWG USA's use of Customer's Specification and the manufacture and/or supply of Bespoke Goods;
 - (f) if Customer wishes to amend Customer Specification, it shall notify TWG USA in writing. TWGL will consider the requested change, including the practicalities of such requested

change and the impact on the price and these Conditions and on timings for manufacture and delivery. TWG USA shall only act in accordance with any amended Customer Specification if TWG USA and Customer agree in writing to any such consequential amendments, including any adjustments to price, delivery schedule, and other terms;

- (g) TWG USA reserves the right to amend Customer Specification if required by law or regulation, or if such changes do not materially affect the quality or functionality of the Bespoke Goods, provided that TWG USA provides written notice to Customer of any such amendments;
- (h) Once an Order has been accepted by TWG USA for the supply of Bespoke Goods, there is no right of cancellation by Customer, and Customer shall remain liable for the full price of the Bespoke Goods plus any additional costs incurred by TWG USA (including but not limited to materials purchased, labor costs, and lost profit on the use of manufacturing capacity) notwithstanding any purported cancellation by Customer.

4. DELIVERY OF GOODS

- 4.1. Customer shall ensure that it provides full and accurate delivery instructions to TWG USA, along with any other instructions which are relevant to the delivery of the Products.
- 4.2. TWG USA may deliver the Products by installments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an installment shall not entitle Customer to cancel any other installment.
- 4.3. Delivery terms (including any applicable Incoterm) which will apply shall be set out in the Order Confirmation. Where TWG USA is arranging delivery and/or shipping, unless otherwise agreed in writing, shipment shall be made by a carrier of TWG USA's choice. If no specific delivery terms are set out in an Order Confirmation, the Incoterm (Incoterms 2020) shall be Ex Works.
- 4.4. TWG USA's Order Confirmation will set out an estimated date for delivery or shipment (in the case of export sales) and whilst TWG USA will make reasonable efforts to meet the delivery date, no guarantee of the delivery date is given and time for delivery shall not be of the essence.

5. NON-DELIVERY

- 5.1. Delays in the delivery of an Order shall not entitle Customer to:
 - (a) refuse to take delivery of the Order;

- (b) claim damages; or
- (c) terminate an Order, subject always to Customer's rights of termination under these Conditions.

TWG USA shall have no liability for any failure or delay in delivering an Order to the extent that any such failure or delay is caused by Customer's failure to comply with its obligations under these Conditions or by any act or omission of Customer, its agents, employees, or representatives.

5.2. If Customer fails to take delivery of an Order, then, except where that failure or delay is caused by TWG USA's material breach of its obligations under this Contract or a Force Majeure Event affecting TWG USA:

- (a) delivery of the Order shall be deemed to have been completed at 9.00 am on the estimated delivery date;
- (b) TWG USA shall store the Order until Customer takes possession of the Order, and charge Customer for all storage and related costs and expenses (including insurance) or;
- (c) TWG USA may resell the Products and charge Customer for any shortfall below the price payable by Customer for the Products and, in addition, may charge Customer for any reasonable storage and selling costs incurred by TWG USA.

5.3. Written notification of non-delivery of Products must be given within 5 days of the estimated delivery date.

6. ACCEPTANCE AND RETURNS

6.1. Customer may reject any Products delivered to it that do not materially comply with the warranty specified in clause 10.1, provided that a notice of rejection (detailing the basis of the rejection in reasonable detail) is given to TWG USA:

- (a) in the case of a defect that is apparent on normal visual inspection, within 5 working days of delivery; and
- (b) in the case of a latent defect, as soon as reasonably practicable following the latent defect becoming apparent.

6.2. TWG USA shall not be liable for the failure of a Product or Service to comply with the warranty set out in clause 10 in any of the following circumstances:

- (a) Customer makes any further use of the Products after giving notice in accordance with this clause 6;
- (b) the defect arises because Customer or any other third party failed to follow TWG USA's instructions, specifications, instructions for storage, installation, use, maintenance, or calibration;

- (c) the defect arises as a result of TWG USA following any Customer Specification;
- (d) the Customer or any third party alters or repairs the Products without the prior written consent of TWG USA;
- (e) the defect arises as a result of fair wear and tear, willful damage, negligence, mishandling, abnormal storage or working conditions or any other improper treatment of the Products;
- (f) the defect arises as a result of defects, failures or errors in any products, equipment, services, systems or processes into which the Products are incorporated;
- (g) the defect arises as a result of the Product being incorporated or combined with a third party's product, equipment, software, firmware, system, or service, or from issues relating to interoperability;
- (h) the Products differ from their description or an agreed Customer Specification as a result of TWG USA making changes to ensure compliance with applicable statutory or regulatory requirements;
- (i) the defect results from the Customer failing to apply any TWG USA-supplied updates, modifications, fixes, or corrections.

6.3. If Customer rejects any Products or Services under these Conditions, TWG USA shall, at its option, and as Customer's sole remedy either (a) repair or replace the Products or repeat the Services; or (b) refund the price paid for such Products and/or Services. TWG USA shall have no further liability to Customer for the rejected Products and/or Services failure to comply with clause 10.

6.4. All returns that are accepted by TWG USA (such acceptance being subject to TWG USA's prior written consent, granted at its sole discretion) must be shipped to TWG USA freight pre-paid (DDP, Incoterms 2020).

6.5. Returns made at Customer's convenience are made at Customer's own cost and risk and will be subject to a handling charge of an amount equal to fifteen percent (15%) based on the price charged to Customer as a reflection of TWG USA's handling and restocking costs. Goods must be in an unused and undamaged condition and accompanied by relevant invoice details.

6.6. Where Products supplied by TWG USA have been supplied for clean room use or sterile packaging, such Products will not be accepted for return once used, except if the Products prove to be defective due to TWG USA's breach of warranty under clause 10.

7. SERVICES

- 7.1.** Unless agreed otherwise in writing, where TWG USA provides any Services, the scope of those Services shall be set out in TWG USA's Order Confirmation and TWG USA shall supply the Services to Customer in all material respects in accordance with any Specification for the Services agreed in writing between TWG USA and Customer. TWG USA shall use reasonable efforts to perform the Services in accordance with timescales agreed in writing between TWG USA and Customer. Such performance dates shall be estimates only and time for performance of Services shall not be of the essence. Upon the issuing of an Order Confirmation for Services, a Contract shall come into force, and no cancellation or amendments shall be permitted unless TWG USA gives its prior written consent (at its reasonable discretion). Any cancellations or amendments agreed to by TWG USA will be on the basis that Customer pays reasonable cancellation charges reflecting TWG USA's actual costs incurred.
- 7.2.** TWG USA reserves the right to make changes to any agreed Services which do not materially affect the nature or quality of the Services or which are necessary to enable compliance with any applicable law or safety requirement.
- 7.3.** Customer shall provide TWG USA with all such information and materials as TWG USA may reasonably require in order to supply the Services and shall ensure that such information is complete and accurate.
- 7.4.** If TWG USA's performance of the Services is prevented, hindered or delayed by any act or omission by Customer or its customers or failure by Customer or its customers to perform any relevant obligation, TWG USA shall have the right to suspend performance of the Services until any such failure is remedied. TWG USA shall not be liable for any costs or losses sustained or incurred by Customer or its customers arising directly or indirectly from any resulting failure or delay by TWG USA. Customer shall defend, indemnify and hold harmless TWG USA from and against any additional all liabilities, claims, damages and expenses, including legal and professional costs (reasonable attorney fees) suffered or incurred by TWG USA as a result of any act, omission or failure by Customer or its customers.

8. PRICE AND PAYMENT

- 8.1.** The price shall be the price set out on TWG USA's invoice. Customer shall be responsible for all applicable

federal, state and local sales, use, excise and other taxes, duties, and governmental charges (excluding taxes based on TWG USA's net income). For the avoidance of doubt TWG USA reserves the right to make changes to all documents (including invoices) issued to Customer for pricing errors, clerical errors or omissions upon written notice to Customer and prior to shipment. TWG USA reserves the right to amend the price and payment terms by providing Customer with 14 days written notice.

- 8.2.** TWG USA shall be entitled to invoice Customer for each Order on or at any time after shipment. Customer shall pay invoices in full and in cleared funds by the invoice due date. Payment shall be made to the bank account nominated in writing by TWG USA.
- 8.3.** Interest on overdue invoices shall accrue from the date when payment becomes due, from day to day, until the date of payment at the maximum rate permitted by Delaware Law. TWG USA reserves the right to issue legal proceedings on the basis of late payment. All pre-action costs associated with late payment may be recovered from Customer by TWG USA.
- 8.4.** TWG USA will apply a minimum order value of either \$50.00 for domestic (US) or \$150.00 for overseas excluding carriage.
- 8.5.** Where a credit is issued, the Customer must use the credit issued by TWG USA within twelve months from the date of issue. If credits are not used within the aforementioned, the value of these will be automatically null and void.
- 8.6.** If Customer disputes any invoice, Customer shall notify TWG USA in writing within 10 days of receipt of the invoice, providing detailed reasons for the dispute and supporting documentation. The parties shall negotiate in good faith to attempt to resolve the dispute within 30 days. TWG USA shall provide all evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in this clause 8. Failure to dispute an invoice within the 10-day period shall constitute acceptance of the invoice as accurate.
- 8.7.** Customer shall pay all amounts due to TWG USA in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 8.8.** TWG USA may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by Customer against any amount payable by TWG USA to Customer.
- 8.9.** If (a) Customer's financial condition changes, (b) Customer defaults on any payment obligation to TWG

USA, or (c) Customer fails to provide requested financial information to TWG USA, TWG USA may at any time accelerate all amounts due from Customer, refuse or vary the credit terms, require payment by cash in advance or on delivery, suspend production or shipment of the Products, request adequate assurance, and pursue any remedies available at law or equity under the Contract.

9. RISK AND TITLE IN GOODS

- 9.1. Products supplied by TWG USA shall be at Customer's risk from the time the Products are delivered to the carrier for shipment, and Customer shall bear all risk of loss or damage during transit.
- 9.2. Legal title to all Products supplied by TWG USA to Customer will continue to belong to TWG USA until such time as Customer has paid for the Products in full including any applicable taxes and has also paid all other amounts owed to TWG USA under this Contract or any other agreement between the parties.
- 9.3. Products will be shipped in TWG USA's standard packaging and by the method TWG USA or its subcontractors considers best. If Customer requests special packaging or shipping methods and TWG USA agrees to such request in writing, TWG USA may invoice Customer for the extra cost. If before title to the Products passes to Customer, Customer becomes subject to any of the events listed in clauses 13(1)(a) to 13(1)(g) inclusive, then without limiting any other right of remedy TWG USA may have, TWG USA may at any time:
 - (a) require Customer to deliver up all Products in its possession that have not been resold or irrevocably incorporated into another product.
 - (b) if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Products are stored in order to recover them.
 - (c) TWG USA can recover from Customer all costs including legal fees which have been occasioned in the repossession of Products.

10. WARRANTIES AND LIABILITIES

- 10.1 Subject to the terms set out in these Conditions and the limitations and exclusions set out in Clause 6.2, TWG USA warrants the Products to be free from material defects in material and workmanship for the Warranty Period.
- 10.2 TWG USA warrants that Services will be provided using reasonable care and skill in accordance with industry standards applicable at the time of performance.

- 10.3 Unless specifically agreed otherwise in writing by TWG USA, TWG USA does not provide any other warranties, representations, guarantees or other assurances, express or implied, with respect to the Products or Services, their merchantability, quality or fitness for any particular use or purpose or compatibility with Customer or third-party products or systems beyond those contained in clauses 10.1 and 10.2. Customer shall ensure that all such product information is provided to its customer and shall not provide any warranties to its customers beyond those set out in clause 10.1.
- 10.4 All terms which may otherwise be implied, whether by statute, common law, or by custom and practice are hereby excluded to the fullest extent permitted by law.
- 10.5 Although TWG USA uses reasonable efforts to ensure Products comply with applicable laws in the countries where it directly distributes the Products, Customer shall be and remain responsible for ensuring that Products and Services supplied to it comply with all applicable laws and regulations of the countries in which it is to be used and/or installed and/or resold.
- 10.6 If, in the course of the resale of Products, Customer carries out any installation services in relation to the Products, Customer shall ensure that it is competent to carry out such services. Customer carries out all such installation activities at its own risk and TWG USA shall have no liability whatsoever (whether in tort (including negligence), contract, breach of statutory duty or otherwise) for any act or omission of Customer in carrying out any such installation services and Customer shall indemnify, defend and hold harmless TWG USA from and against any such liabilities, costs, expenses, damages, losses, interests, penalties and legal and other professional costs (including reasonable attorney fees) suffered or incurred by TWG USA in relation to any installation services performed by Customer (or its sub-contractors).
- 10.7 Nothing in these Conditions shall limit or exclude TWG USA's liability for:
 - (a) death or personal injury to the extent caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) for any liability which cannot be limited or excluded by operation of applicable law.Subject to the foregoing provisions of this clause 10, TWG USA's total liability to Customer with respect to Products and Services, whether arising in contract, tort (including negligence), breach of statutory duty

or otherwise shall in no circumstances exceed an amount equal to one hundred percent (100%) of the price of the Products or Services in question.

- 10.8** TWG USA shall under no circumstances have any liability to Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of business, increased costs, loss of anticipated savings, failure by Customer to fulfil its obligations and duties to its customer or for any special, indirect, incidental or consequential losses arising under or in connection with the supply of Products and Services.
- 10.9** Customer shall enter into contracts with its customers and shall be solely responsible for fulfilling its contractual obligations to its customers and TWG USA shall have no liability whatsoever to Customer, or its customer, as a result of Customer failing to perform its contractual obligations to its customer. Customer shall indemnify, defend and hold harmless TWG USA from and against all liabilities, claims, damages and expenses, including legal and professional costs (reasonable attorney fees) suffered or incurred by TWG USA as a consequence of any breach by Customer of its obligations to its customers.
- 10.10** Customer shall give such assistance as TWG USA may request from time to time with respect to any recall of the Products.
- 10.11** Customer shall maintain appropriate, up-to-date and accurate records with respect to all Products which Customer has resold so as to enable the immediate recall of any Products. These records shall include records of deliveries to Customer's customers, including batch numbers, delivery date, name and address of Customer, telephone number and email address. Customer shall allow TWG USA or its agents to inspect, audit and copy such records during normal business hours.

11. CONFIDENTIALITY

- 11.1.** Each party undertakes that it shall not at any time during this Contract and for a period of five years after termination or expiry of this Contract disclose to any person any Confidential Information, except as permitted by clause 11.2.
- 11.2.** Each party may disclose the other party's Confidential Information:
 - (a)** to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract Each party shall ensure that its

employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and

- (b)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

11.4. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party, or to be implied from these Conditions.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Unless otherwise agreed in a separate written agreement, any and all property, material, tooling used to manufacture the Products is owned by TWG USA or its respective licensor.

12.2. Unless agreed otherwise in writing, the Intellectual Property Rights in the Products and Services (and all related documentation) are, and shall remain, the property of TWG USA or its licensors and Customer is granted a nonexclusive, non-transferable, revocable worldwide license to use such Intellectual Property Rights solely for the purpose of enabling it to utilize the Products and/or Services in accordance with this Contract.

12.3. If TWG USA gives Customer written consent to use its trademarks or name, Customer shall not:

- (a)** use any of TWG USA's trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of TWG USA; and
- (b)** use any trademarks or trade names so resembling any trademark or trade names of TWG USA as may be likely to cause confusion or deception.

12.4. Customer shall not modify, adapt, develop, create any derivative work, reverse engineer, decompile or disassemble the Products or carry out any other act which is inconsistent with TWG USA or its licensor's ownership of the Intellectual Property Rights.

12.5. Customer shall use all reasonable efforts to prevent any infringement of TWG USA's Intellectual Property Rights in the Products and Services and related documentation and shall promptly report to TWG USA any such infringement that comes to its attention.

12.6. Customer shall ensure that all of the obligations in clause 12 are passed on in full to its customers, suppliers, subcontractors and end-users and shall indemnify,

defend and hold harmless TWG USA from and against all liabilities, claims, damages and expenses, including legal and professional costs (actual and reasonable attorney fees) as a result of any breach of the foregoing provisions of clause 12 (including as a result of any breach by its customers, suppliers, subcontractors and end-users).

13. TERMINATION

13.1. Without prejudice to any other rights it may have, TWG USA may by written notice to Customer, immediately terminate any Contract between Customer and TWG USA, suspend any further deliveries or Service provision to Customer, and recover from Customer all sums due from it under any Contract with TWG USA (notwithstanding any period of credit which may have been agreed), together with any accrued interest at the rate specified in this Contract and other costs, expenses and any losses caused to TWG USA as a result of any termination, if:

- (a) any payment due by Customer to TWG USA is overdue in whole or in part;
- (b) Customer commits a **material** breach of any term of these Conditions and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so;
- (c) Customer repeatedly breaches any of the terms of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions;
- (d) Customer takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, receivership, reorganization, assignment for the benefit of creditors, or any similar proceeding under the applicable law, or has a trustee, receiver, or similar officer appointed over any of its assets;
- (e) Customer suspends or ceases, or threatens to suspend or cease, carrying on business;
- (f) Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy; or
- (g) there is a change of control of Customer, meaning any transaction or series of transactions resulting in a person or entity acquiring, directly or indirectly, more than 50% of the voting securities or ownership interests of Customer, or otherwise obtaining the power to direct the management and policies of Customer.

13.2. On termination for any reason:

- (a) clauses which expressly or by implication survive termination shall continue in full force and effect following termination;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall be unaffected, including the right to claim damages in respect of any breach of Contract which existed at or before the date of termination; and
- (c) Customer shall become liable to pay to TWG USA any outstanding amounts due for any Services and/or Products which have been provided to date and remain unpaid for and which are subject to an outstanding order.

13.3 TWG USA may cancel this Contract at any time before the Goods are dispatched by giving written notice. TWG USA shall not be liable for any loss or damage whatsoever arising from such cancellation.

14. FORCE MAJEURE

Neither party shall be in breach of this Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, either party may terminate this Contract by giving 7 days written notice to the affected party. Customer shall remain obligated to pay for all Products delivered and Services rendered prior to termination.

15. DATA PROTECTION

If TWG USA receives any personal data during the supply of Products or Services under these Conditions, such personal data shall be dealt with in accordance with TWG USA's Privacy Policy and applicable data protection laws. Customer represents and warrants that it has obtained all necessary consents and authorizations to provide such personal data to TWG USA and that TWG USA's processing of such data in accordance with this Contract will not violate any applicable laws or third-party rights.

16. SEVERANCE & WAIVER

16.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 16.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest

extent possible, achieves the intended commercial result of the original provision.

- 16.2.** Any failure by TWG USA to enforce any of its rights under these Conditions shall not be taken as a waiver of any of TWG USA's rights including those in these Conditions.

17. GOVERNING LAW AND JURISDICTION

These Conditions, the Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Delaware, USA. Each party irrevocably agrees that the state and federal courts located in Delaware, USA shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

18. NOTICES

- 18.1.** All communications between the parties about the Contract or these Conditions must be in writing and delivered by hand or by pre-paid first class post or by email to its registered office or such other address as may be notified to the other party from time to time.
- 18.2.** Communications shall be deemed to have been received:
- a)** if sent by pre-paid first-class post, 4 days after posting (exclusive of the date of posting);
 - b)** if delivered by hand, on the day of delivery; and
 - c)** if sent by email on a working day prior to 4pm (CST), at the time of transmission, and otherwise on the next working day provided that the sender can show satisfactory transmission to TWG USA and receipt by TWG USA.
- 18.3.** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. THIRD PARTY RIGHTS

These Conditions do not give rise to any third-party rights to enforce any term of these Conditions and any Contract.

20. VARIATION

No variation of these Conditions shall be effective unless it is in writing and signed by the parties.

21. ENTIRE AGREEMENT

- 21.1.** Save where TWG USA's standard documents are referenced within these Conditions, these Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between TWG USA and Customer, whether written or oral, relating to its subject matter.
- 21.2.** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions. **Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.**

22. ASSIGNMENT AND SUBCONTRACTING

- 22.1.** TWG USA may at any time assign, transfer, subcontract, delegate, or deal in any other manner with all or any of its rights or obligations under these Conditions without prior notice to Customer. Customer may not assign, transfer, subcontract, charge, or deal in any other manner with any or all of its rights or obligations under these Conditions without the prior written consent of TWG USA.
- 22.2.** If Customer subcontracts any of its obligations under these Conditions which is conditioned upon TWG USA's prior written consent, Customer shall remain fully liable and responsible for ensuring all subcontractors comply in full with these Conditions and shall be jointly and severally liable for all acts, omissions, defaults, and **negligence** of its subcontractors as if they were Customer's own acts and omissions. Customer shall indemnify, defend and hold harmless TWG USA from any claims, losses, or damages arising from subcontractor performance.

23. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

- 23.1.** In performing its obligations under the Contract, both parties shall comply with all applicable laws, statutes, regulations, and codes from time to time in force.
- 23.2.** Customer shall be solely responsible for compliance with all laws applicable to its use, resale, or distribution of the Products and/or Services, including but not limited to all import laws, customs

regulations, and local laws in its jurisdiction. Customer shall indemnify and hold harmless TWG USA from any fines, penalties, or damages arising from Customer's non-compliance with applicable laws.

23.3 The parties shall also establish, maintain, and enforce its own policies and procedures to ensure compliance with this clause. The Customer shall notify TWG USA (in writing) as soon as it becomes aware of any breach or suspected breaches.

23.4 Each party warrants that it has not been convicted of any offence or subject to any investigation, inquiry, or enforcement proceedings involving slavery, human trafficking, bribery, corruption, or tax evasion, fraud or money laundering and that its agents, consultants, contractors, subcontractors, or other persons engaged in the performance of its obligations under this Contract do so only on the basis of a written contract which imposes Conditions equivalent to those imposed by this clause 23. Each party shall be responsible for the observance and performance by such persons of the relevant Conditions and shall be directly liable to TWG USA for any breach by such persons of any of the relevant Conditions.

24. SANCTIONS AND EXPORT CONTROL

24.1. Each party will comply strictly with all applicable sanctions and export control laws. (together referred to as "Sanctions and Export Laws").

24.2. All supplies of Products and/or Services by TWG USA shall only be made if TWG USA is satisfied that it is able to make such supplies strictly in accordance with the Sanctions and Export Laws. If any supplies by TWG USA require export licences or any other permissions, licences or consents, any supply by TWG USA shall be subject to both TWG USA and Customer obtaining all necessary export licences and all other necessary permissions, licenses and consents.

24.3. In order to ensure that TWG USA can comply with the Sanctions and Export Laws, Customer must:

(a) on request, provide TWG USA with information about the end-use, Customer and end-user (including the ultimate beneficial ownership of the end-user) and ultimate destination of Products and/or Services to be supplied by completing an end user declaration;

(b) complete any requests relating to the classification of the Products;

(c) apply for, in a timely manner, all applicable foreign export and/or import licences, permissions and consents.

24.4. If Customer is re-exporting and/or selling on Products supplied by TWG USA, it is Customer's responsibility to ensure that:

(a) it complies in full with the Sanctions and Export Laws, along with all other sanctions and export laws which may be applicable to its export and/or re-sale of the Products and/or Services; and

(b) it has a clear understanding of the ultimate beneficial owner of all entities to which it exports and/or resells; and

(c) it monitors and checks all applicable sanctions lists prior to export and/or resale; and

(d) it has in place appropriate monitoring systems to identify any unusual customer requests, including unusual shipping routes; and

(e) that it has in place all of the relevant export authorizations and all other applicable permissions, consents and licences necessary to lawfully export and/or re-sell the Products and/or Services.

24.5. Customer shall notify TWG USA immediately in writing if it considers that it has, or may have, supplied Products and/or Services in breach of the requirements of this clause 24.

24.6. TWG USA shall be entitled to terminate all supplies under a Contract with immediate effect in the event that Customer breaches or Supplier has grounds to believe or suspect (acting reasonably), that Customer may be in breach of any of the requirements of this clause 24.