



Standard Terms and Conditions (EMEA)

Definitions

1.1 “Company” means FibreFab Ltd trading as AFL Hyperscale, Company registration number: 02734823 Registered office: Davy Avenue, Knowlhill, Milton Keynes MK5 8HJ.

1.2 “Conditions” means these Terms and Conditions of Sale, set out in this document and any special or additional terms and conditions expressly agreed in writing by the Company.

1.3 “Contract” means the contract between the Company and the Purchaser for the sale and purchase of the Goods, incorporating these Conditions.

1.4 “Director” means a registered director of the Company.

1.5 “Goods” means the articles, which the Purchaser agrees to buy from the Company and are the subject of this Contract.

1.6 “Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to patents, trademarks, copyrights, trade secrets, domain names, works of authorship, inventions, registrations and applications related to the foregoing and all related industrial and intellectual property rights pursuant to the laws of any jurisdiction throughout in any part of the world.

1.7 “Party” means a party to the Contract, being each of the Company and the Purchaser, and “Parties” shall be construed accordingly.

1.8 “Price” means the price for the Goods excluding carriage, bespoke packing requirements, insurance, sales or use tax, GST and VAT.

1.9 “Purchaser” means the person or firm who accepts the Company’s written quotation for the sale of Goods or whose written order for the Goods is accepted by the Company, in either case, are subject to these Conditions which shall govern the contract.

1.10 “Written” or “Writing” and any similar expression, includes facsimile transmissions and electronic mail.

1.11 A “person” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.12 “Force Majeure Event” has the meaning given in Section 17.

Conditions Applicable

2.1 These Conditions shall apply to all Contracts for the sale of Goods by the Company to the Purchaser to the exclusion of all other terms and conditions which the Purchaser may purport to apply under any purchase order, confirmation of order or similar document or any trading practices.

2.2 No order submitted by the Purchaser is deemed to be accepted by the Company and no Contract shall arise until acceptance is confirmed by an authorised representative of the Company or by delivering the Goods. For the avoidance of doubt, in respect of orders submitted by internet, email or other electronic means, an automated acknowledgement of receipt shall not constitute acceptance for the purpose of this Section 2.2.

2.3 All orders for Goods shall be deemed to be an offer by the Purchaser to purchase Goods pursuant to these Conditions.

2.4 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Purchaser’s acceptance of these Conditions.

2.5 No variation to these Terms shall be binding, unless agreed in Writing between the Purchaser and a Director of the Company.

2.6 No employee of the Company other than a Director is authorised to make any statement, warranty or representations of the Goods provided. The Purchaser shall therefore not be entitled to rely upon any statement made by an employee, or agent other than a Written statement from a Director of the Company. All descriptive text or text that has been translated into other languages, images, illustrated specifications or training aids including but not confined to weights, measurements, performance, descriptions, specifications, drawings are approximate only and are intended only to present a general idea of the Goods described therein and nothing contained in any of them shall form part of any Contract with the Company. Any clerical, typographical or other minor omission or error in any quotation, price list, invoice, sales literature or other document issued by the Company shall be subject to correction without any liability on the part of the Company.

2.7 No waiver of these Conditions shall be effective unless agreed in Writing by a Director of the Company. The failure of the Company to insist on strict adherence to any of the Conditions shall not be construed as a waiver of these Conditions.

2.8 If any of the Conditions are held by any competent and legal authority as invalid or unenforceable either in whole or in part, it shall be deemed modified to the extent necessary to make it valid and enforceable. If such a modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of the Conditions.

Price and Quotations

3.1 Where the Company is asked to give a quotation then the Price of the Goods shall be the Company's quoted price, provided that the Purchaser shall accept the Company's quotation within the validity period stated. In the absence of a validity period, the quotation will automatically lapse after 30 calendar days from the date of quotation. A quotation provided by the Company to the Purchaser, does not constitute an offer and the Company reserves the right to withdraw or revise a quotation such as, without limitation any foreign rate fluctuation, or significant increase in the cost of labour, materials or other costs of manufacture at any time prior to delivery of the Goods. Where no price is quoted or a quoted price has expired the Price of Goods shall be the price set out in the Company's published price list in force on the date of order. The Company may, by giving notice to the Purchaser at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to an increase in the cost of raw materials.

3.2 The Price is exclusive of carriage charges, bespoke packaging charges, sales or use tax, GST and VAT, which shall be due at the rate ruling on the date of the Company's invoice. Please send an exemption certificate to TaxExempt@aflglobal.com if you are exempt from tax on this Contract.

3.3 Prices are Free Carrier (FCA) (Incoterms 2010) from the location referred to in the Company's order confirmation (and if no such location is referred to, the Company premises) and where the Company agrees to arrange for the Goods to be delivered to the Purchaser, unless otherwise agreed by the Company, the Purchaser shall be responsible for the costs of loading carriage and unloading.

3.4 The Company reserves the right to make a handling charge on any orders where the total invoice price excluding taxes duties and other charges, is less than the Company's minimum order value as notified to the Purchaser from time to time.

Payment

4.1 Where the Company requires payment in advance of supply of Goods, the Company shall invoice the Purchaser upon acceptance of an order and the Purchaser shall pay such invoice in advance of the Company manufacturing the Goods or making them available to the Purchaser. The payment terms set out in Section 4.4 shall not apply to these invoices.

4.2 The Company at its sole discretion may choose to open a credit account for the Purchaser, and thereby agree alternative payment arrangements, subject to satisfactory references or other conditions as the Company deems appropriate. The Company reserves the right to review and amend credit limits periodically without notice and to refuse proforma or credit account requests without explanation.

4.3 The Company at its sole discretion may choose to accept payment for Goods by credit card, which may be subject to the addition of any bank charges incurred in the processing of such payments. Payments made by credit card will be taken in sterling and the price in sterling shall be calculated by the Company on the date of payment.

4.4 The Purchaser shall pay invoices in full and cleared funds within 30 days of the date of the invoice, without set off or deduction unless agreed in writing by a Director of the Company. The time of the payment shall be of the essence of the Contract. The Company shall not be bound to deliver Goods where overdue invoices have not been settled in full.

4.5 Interest and compensation on overdue invoices shall accrue and be payable by the Purchaser in accordance with the late Payment of Commercial Debts (Interest) Act 1998.

4.6 If the Purchaser fails to make any payment on the due date, then without prejudice to any of the Company's other rights the Company may:

4.6.1 suspend or cancel deliveries of any articles due to the Purchaser under the Contract or any other contract; and/or

4.6.2 appropriate any payment made by the Purchaser to such of the Goods (including any Goods supplied under any other contract with the Purchaser) as the Company may in its sole discretion think appropriate.

Insolvency of the Purchaser

5.1 If the Purchaser becomes subject to any of the events listed in Section 5.2, the Company may terminate the Contract with immediate effect by giving written notice to the Purchaser

and/or suspend any further deliveries under the Contract or any other contract between the Parties.

5.2 For the purposes of Section 5.1, the relevant events are:

5.2.1 the Purchaser suspends or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

5.2.2 the Purchaser commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Purchaser is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Purchaser with one or more companies or the solvent reconstruction of the Purchaser;

5.2.3 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Purchaser;

5.2.4 (being a company) the holder of a qualifying floating charge over the Purchaser's assets has become entitled to appoint or has appointed an administrative receiver;

5.2.5 a person becomes entitled to appoint a receiver over the Purchaser's assets or a receiver is appointed over the Purchaser's assets;

5.2.6 (being an individual) the Purchaser is the subject of a bankruptcy petition or order;

5.2.7 a creditor or encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

5.2.8 any event occurs, or proceeding is taken, with respect to the Purchaser in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Sections 5.2.1 to 5.2.7 (inclusive);

5.2.9 the Purchaser suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

5.2.10 the Company reasonably believes that the Purchaser may become subject to events listed in Sections 5.2.1 to 5.2.7.

5.3 On termination of the Contract for any reason the Purchaser shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

5.4 Termination of the Contract, howsoever arising, shall not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at termination.

5.5 Sections which expressly or by implication survive termination of the Contract shall continue in full force and effect.

Specification

6.1 The Company may from time to time amend the specification of Goods if required to comply with any applicable safety, statutory requirements or which do not materially affect the quality, or fitness for purpose of the Goods.

6.2 The Company shall have no liability to the Purchaser in respect of any loss or damage to the Purchaser arising in connection with any such amendment.

Exportation

7.1 Purchaser acknowledges and understands that (i) the Goods supplied under the Contract may be subject to export control, sanctions and/or trade compliance laws and regulations (hereinafter, collectively, "Trade Controls") of several countries, including the United States, the European Union, the United Kingdom, the country where the Goods were manufactured, the country where the Purchaser is located and operates and the country where the Goods are delivered to their final destination; and (ii) Purchaser is solely responsible for complying with the requirements of any Trade Controls applicable to its use, sale, transfer, export, re-export or re-transfer of the Goods.

7.2 Purchaser confirms that it will not sell, transfer, export, re-export or tranship the Goods, directly or indirectly, either to (i) a country that is subject to sanctions or an embargo administered by the United States, the European Union and/or United Kingdom; or (ii) any Person that the United States, the European Union or the United Kingdom has identified as subject to sanctions or trade restrictions, including, but not limited to Persons identified as

“Specially Designated Nationals” by the U.S. Government and listed at <https://www.treasury.gov/resource-center/sanctions/SDN-list/Pages/consolidated.aspx>) and (ii) Persons owned or controlled by, acting as agents for, or acting on behalf of a country or Person subject to such sanctions/trade restrictions.

7.3 Purchaser also confirms that it will not use or sell, transfer, export or re-export the Goods to any person if the Purchaser knows or has reason to know that the Goods will be used by any person, directly or indirectly, in activities related to the proliferation of weapons of mass destruction, including without limitation, the design, development or use of chemical weapons, biological weapons, missiles, unmanned aerial vehicles or any nuclear activities.

7.4 Upon request, Purchaser shall provide the Company with any information or documentation on its customer, the end user and/or the end use that, in the Company’s sole discretion, is required for the Company to maintain compliance with the Trade Controls of the United States, the European Union, the United Kingdom or other applicable countries. Purchaser understands and acknowledges that failure to provide such information may result in the inability of the Company to deliver the Goods. Pursuant to Section 17, the Company shall be relieved of all obligations to deliver the Goods to the Purchaser if the Company has reason to believe that the transaction does not comply with any applicable Trade Controls.

7.5 Purchaser hereby agrees to indemnify and holds harmless the Company as to any claim asserted against the Company alleging any liability arising out of Purchaser’s failure to comply with the requirements of this Section 7 or applicable Trade Controls. Such liability shall include, but is not limited to, damages (including punitive damages), costs, fees, and expenses, including all costs (inclusive of legal fees and penalties) arising from investigations or proceedings by a governmental agency or entity.

Warranty

8.1 The Company will use its reasonable endeavours to assign to the Purchaser the benefit of any warranty or guarantee it receives from its supplier or the manufacturer of the Goods.

8.2 Subject to the provisions of this Section 8 and save for batteries and consumable products, the Company warrants that the Goods shall on delivery and for a period of 12 months from the date of delivery (the “Warranty Period”):

8.2.1 correspond to the specification outlined in the English language version of the data sheet on the Company’s website at the time of order to the Purchaser; and

8.2.2 be free from defects in material.

8.3 Subject to Section 8.4 if:

8.3.1 the Purchaser gives notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Section 8.2;

8.3.2 the Company is given a reasonable opportunity of examining such Goods; and

8.3.3 the Purchaser (if asked to do by the Company) returns such Goods to the Company's place of business at the Purchaser's cost;

the Company shall, at its option, repair or replace the defective Goods, (or part of them) free of charge, or refund the price of the defective Goods in full.

8.4 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in Section 8.2 in any of the following events:

8.4.1 the Purchaser makes any further use of such Goods after giving notice in accordance with Section 8.3;

8.4.2 the defect arises because the Purchaser failed to follow the instructions and limitations stated on the corresponding data sheet as to the storage, commissioning, installation, use, working conditions and maintenance of the Goods or (if there are none) good trade practice regarding the same;

8.4.3 the Purchaser alters or repairs such Goods without the written consent of the Company;

8.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, incoming power problems if the product has been dropped or immersed in water, abnormal storage, working conditions or temperatures; or

8.4.5 if the Goods have been subjected to the following conditions contained hereunder; the casing of the Goods have been opened, serial numbers altered, removed or erased or that the hardware or software has not been installed in accordance to the manufacturer's instructions, applicable security standards or that the Goods have been tampered with by an individual other than by trained Company personnel and in the case of cabling systems, specific application reference should be made to the latest edition of ISO/IEC 11801.

8.5 The warranty set out in Section 8.2 does not:

8.5.1 cover splicer electrode replacement or additional performance verification, save for the express requirements under warranty repair;

8.5.2 cover consumable parts, including but not limited to: batteries, carry cases, chargers, USB cables or mandrel wraps or reference leads.

8.6 Except as provided in this Section 8, the Supplier shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranty set out in Section 8.2.

8.7 Except where the Purchaser is dealing as a consumer (as defined in the Consumer Rights Act 2015) the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.8 These conditions shall apply to any repaired or replacement Goods supplied by the Company.

8.9 The Purchaser shall ensure that upon agreement by the Company for the return of Goods and where applicable, any data contained within the Goods has been backed up and any confidential, proprietary or personal information from the Goods have been removed.

8.10 The Company may at its sole discretion provide supplemental cabling system warranties; further information is available on request.

8.11 The Company may carry out non-warranty repair services at its sole discretion ("Services"). The Company shall warrant the repair work and replacement parts, save for consumable parts (as contained in Section 8.5.2) used for the repair, for a period of 12 months and shall not be liable for the subsequent failure of the part or parts of the Goods originally supplied by the Purchaser. Where the Company carries out Services, in these Conditions the term "Goods" shall be deemed to include the Services and the term "Price" shall be deemed to refer to the agreed price for the Services.

8.12 The terms implied by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

9.1.2 fraud or fraudulent misrepresentation;

9.1.3 breach of the terms implied by Section 12 of the Sale of Goods Act 1979;

9.1.4 defective products under the Consumer Protection Act 1987; or

9.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to Section 9.1:

9.2.1 the Company shall not be responsible for the damage to or loss of any programs, data, or removable storage media caused by the Goods;

9.2.2 the Company shall under no circumstances be liable for any loss or damage arising from the Goods being used in or on aircraft missiles, or aviation purposes, or for the safety or navigation of marine craft of any sort or for any other hazardous purpose or terrorist activity;

9.2.3 the Company's total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods; and

9.2.4 subject to Section 9.1, the Company shall under no circumstances be liable for any special, indirect, punitive or consequential damages of any kind or nature, including without limitation, environmental claims or loss of revenues, business or profits, regardless of the form of action, whether in contract, tort, strict product liability, or otherwise, even if the Company has been advised of the possibility of such damages.

Intellectual Property

10.1 The Purchaser acknowledges and agrees that (a) except to the extent provided in a separate written agreement between the Parties, the Company reserves and retains all Intellectual Property Rights contained in and arising out of the Goods and Services; (b) any and all of the Company's Intellectual Property Rights are the sole and exclusive property of the Company or its licensors; (c) the Purchaser does not and shall not acquire any ownership interest in, right to, or license under any of the Company's Intellectual Property Rights (or those of Company's licensors) by purchasing the Goods or Services under the Contract (though the Purchaser may use such Goods or Services for the purpose for which they are sold); (d) any

goodwill derived from the Purchaser's use of the Company's Intellectual Property Rights inures to the benefit of the Company or its licensors as applicable; (e) if, notwithstanding the foregoing, the Purchaser acquires any Intellectual Property Rights in or relating to any Goods or Services purchased hereunder by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to the Company or its licensors as the case may be, without further action by either party (save that the Purchaser shall do all such things as may be required by the Company or its licensors to give effect to such assignment); and (f) the Purchaser shall not use the Company's Intellectual Property Rights without the Company's prior express written consent and then only in strict accordance with such consent. The Purchaser shall not resell any Goods or items sold hereunder unless it is an authorised distributor of the Company's products. Nothing in these Conditions shall operate as a transfer or license to use any Intellectual Property Rights arising out of or related to the Goods. The Purchaser shall not make any claim or take any action that is adverse to or could interfere with any of the Company's Intellectual Property Rights, including the Company's ownership or exercise of them; and shall not alter, obscure or remove any of the Company's marks or proprietary rights notices placed on the Goods or materials purchased from or provided by the Company.

IP Infringement

11.1 Subject to these Conditions (including Section 9 [limitation of liability]), if the Purchaser receives a third party allegation that non-customised Goods made generally commercially available for sale by the Company at the time the Company accepts an order under the Contract and supplies such Goods to the Purchaser infringe a third party's Intellectual Property Rights, the Company's sole liability and Purchaser's exclusive remedy is expressly limited to the Company's option (at its sole discretion) to (a) obtain for the Purchaser the right to continue using such Goods, or (b) replace the Goods with non-infringing Goods, or (c) modify the Goods so that they become non-infringing, or (d) remove the Goods and refund the relevant proportion of the Price. Under no circumstances will the Company have the obligation to provide the foregoing remedy or to otherwise indemnify, defend, settle, or otherwise dispose of any third party claim of Intellectual Property Rights infringement: (i) if such claim is based in whole or in part on customisation of the goods (as required by the Purchaser), on compliance with the Purchaser's specifications or instructions, or on inclusion of material provided to the Company by the Purchaser; (ii) if such claim is based in whole or in part on the Purchaser's marketing, advertising, promotion, or sale of any product containing the Goods; (iii) if the infringement claim is based on the Purchaser's use of the Goods or use of the Goods in combination with any products, materials, or equipment supplied by someone other than the Company; (iv) if the Purchaser or a third party modified or changed the Goods and infringement would have been avoided without such modification or change; (v) if the infringement claim arises out of products or assemblies manufactured or designed by, or on

behalf of, the Purchaser in whole or in part; or (vi) to the extent the claim pertains to the Purchaser's continued use of the Goods after the Company demands that the Purchaser discontinue such use.

11.2 The foregoing states the entire liability of the Company to the Purchaser and the Purchaser's exclusive remedy for Intellectual Property Rights infringement.

Use and Disclosure of Personal Data

12.1 By entering this Contract, the Purchaser acknowledges and agrees that the Company may use information that identifies an individual ("Personal Data"), that the Purchaser provides the Company in the manners described in the Company's Privacy Notice <https://www.aflglobal.com/Resources/Privacy-Policy.aspx>, these terms and conditions, as otherwise permitted or reasonably instructed by the Purchaser from time to time while performing obligations under this Contract, and in accordance with applicable laws. For the purposes of this Section 12, the following definitions shall apply: Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

12.2 To the extent the Purchaser receives Personal Data from the Company, the Purchaser shall process such Personal Data only in accordance with the Company's instructions and only to the extent necessary to perform its obligations under this Contract, and in any event the Purchaser shall comply with all requirements of the Data Protection Legislation. To the extent the Company's instructions conflict with the Data Protection Legislation, the Data Protection Legislation shall prevail to the extent of such conflict, and the Purchaser shall notify the Company without undue delay of such conflict, unless prohibited by the Data Protection Legislation; the Purchaser shall notify the Company in writing without undue delay of any

breach of security measures protecting such Personal Data including who may be affected by such breach; Purchaser shall not transfer Personal Data outside the European Economic Area, and the Purchaser shall, upon expiration or termination of this Contract, or on written request by the Company, erase, destroy or return to the Company all Personal Data received from the Company, unless required by Data Protection Legislation to store such Personal Data.

12.3 The Purchaser represents and warrants that for purposes of the Data Protection Legislation, to the extent it applies, and other applicable privacy laws, and for the duration and purposes of the Contract (a) the Purchaser is the data controller and the Company is the data processor with respect to any Personal Data the Purchaser provides the Company and has the necessary authority, consents and notices in place to permit the Company to process the Personal Data in the manner permitted in this Contract, (b) the Purchaser has implemented appropriate technical and organisational measures to ensure processing of Personal Data is performed in accordance with the Data Protection Legislation, and to protect against loss, damage or destruction of Personal Data (c) the Purchaser has implemented appropriate data protection policies proportionate to data processing activities, (d) the Purchaser relies on one or more of the following bases for authorisation to have the Company process the Personal Data: (i) contractual obligations between the Purchaser and the data subject, (ii) carrying out a task that is in the public interest, (iii) consent given by the data subject freely, specifically for the goods and services described in this Contract, and unambiguously through an affirmative act after being fully informed with clear and plain language, (iv) when in the data subject's vital interest, (v) where there is a legal obligation to do so, or (vi) for the purposes of legitimate interest, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child; (e) with respect to Personal Data the Purchaser provides the Company, the Purchaser has provided the data subjects with information about who is processing the Personal Data, including (i) a clear explanation of how the Personal Data will be processed, (ii) the Purchaser's identity and contact details, (iii) details of any recipients of the Personal Data and the systems in which the data is stored, (iv) that the Purchaser is transferring the Personal Data outside the European Economic Area, (v) how long the Personal Data will be stored, (vi) that such data subjects have rights of protection (such as erasure, access, correction), (vii) that such data subjects may withdraw consent if that was the basis for authorization, (viii) whether there is any automated decision making and, if so, how such decisions are made, the significance, and the consequences of such decisions, and (ix) that data subjects may complain to the Data Protection Authority; (f) the Purchaser has not received a request from any data subjects to remove their Personal Data from the Personal Data provided to the Company and that the Purchaser will notify the Company if the Purchaser receives such a request if and to the extent it would affect the Company's processing of the Personal Data; (g) the Purchaser has confirmed the data subjects whose data is to be processed are current customers of the Purchaser; (h) the Purchaser authorises the Company to subcontract some or all of its services

and provide the Personal Data Purchaser provides to the Company to affiliates and subcontractors; (i) the Purchaser shall comply with the Company's reasonable instructions in respect of the Processing of Personal Data; (j) the Purchaser shall maintain complete and accurate records and information to demonstrate its compliance with this Section 12 and allow for audits by the Company or the Company's designated auditor and immediately inform the Company if, in the opinion of the Purchaser, an instruction infringes the Data Protection Legislation; (k) Company does not consent to the Purchaser appointing any third party processor of Personal Data under this Contract; (l) the Purchaser shall ensure that all personnel who have access to or process Personal Data are obliged to keep the Personal Data confidential.

Cancellations

13.1 The Purchaser may not cancel or suspend an order without the Company's Written consent. In the event of an order cancellation or amendment and without prejudice to any of the Company's remedies, a cancellation charge for standard stock lines will be made equal to 25% of this Contract value and, in the case of bespoke lines, a charge proportionate to the value of manufactured Goods and wastage of materials whichever is the greater.

13.2 The Purchaser shall indemnify the Company in respect of any third-party claims arising out of the Purchaser's repudiation, cancellation or suspension of any order.

Delivery & Acceptance of the Goods

14.1 The Company will use reasonable endeavours to deliver the Goods in accordance with any delivery date notified to the Purchaser at the time of order. Time of delivery shall not be of the essence.

14.2 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses, incurred by the Purchaser in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver or any delay in delivering the Goods to the extent that such failure or delay is caused by a Force Majeure Event or the Purchaser's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

14.3 Any discrepancy between the Goods and the Company's packing note must be notified to the Company within 24 hours of their arrival at the Purchaser's delivery address.

14.4 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in full and in accordance with the provisions in these Conditions.

14.5 The failure of the Purchaser to pay for any one or more of the invoiced instalments of the Goods on the due dates, shall entitle the Company (at its sole discretion);

14.5.1 without notice to suspend further deliveries of the Goods pending payment by the Purchaser; and/or

14.5.2 to treat the Contract as repudiated by the Purchaser;

14.6 Delivery of the Goods shall be deemed to have taken place when the Company delivers the Goods Free Carrier (FCA) (Incoterms 2010) or any other Incoterm agreed by the Parties in writing.

14.7 The risk of loss or damage of any kind to the Goods but not the title shall pass to the Purchaser upon delivery in accordance with Section 14.6.

14.8 The Purchaser shall be deemed to have accepted Goods if it has not given the Company notice of rejection within 7 days of delivery to the Purchaser. Notice of rejection may only be given if the Goods do not comply with Section 8.

14.9 Goods delivered in accordance with a Contract may not be rejected or returned without the Company's express Written agreement and subject to the Purchaser reimbursing all the Company's costs relating to the sale Contract.

Returns

15.1 The Company does not operate a sale or return facility. The Purchaser does not have the right to return Goods supplied in compliance with these Conditions without the prior Written consent of the Company.

15.2 If the Company agrees to accept any such Goods for return, the Purchaser must obtain within 28 days of the original invoice, a Quality Incident (QI) reference which must then be detailed on all documentation and be clearly marked on each of the cartons being returned, failure to do so may result in the Goods being rejected. The return of the Goods will be at the Purchaser's expense and risk and must be in their original shipping carton, packing material, in their original condition and must be featured in the Company's current product range.

15.3 The Company reserves the right to charge the Purchaser a handling fee of 25% of the invoice price of the returned Goods.

15.4 Goods returned or rejected incorrectly by the Purchaser without the prior written approval of the Company shall remain at the risk of the Purchaser and the Purchaser shall remain liable to pay for the Goods in full in accordance to these Conditions. The Company reserves the right to apply a minimum handling charge of 50%, or, at its sole discretion, store such Goods at the Purchaser's risk and to charge the Purchaser for such storage from the date of the Goods purported return, until the Goods are collected by the Purchaser or destroyed by the Company, in which case any costs occasioned by such disposal or destruction shall be charged to the Purchaser.

Retention of Title

16.1 Title to the Goods shall not pass to the Purchaser until the earlier of:

16.1.1 the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Purchaser in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

16.1.2 the Purchaser resells the Goods, in which case title to the Goods shall pass to the Purchaser at the time specified in Section 16.3.

16.2 Until title to the Goods has passed to the Purchaser, the Purchaser shall:

16.2.1 store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as the Purchaser's property;

16.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

16.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

16.2.4 notify the Company immediately if it becomes subject to any of the events listed in Section 5.2; and

16.2.5 give the Company such information relating to the Goods as the Company may require from time to time.

16.3 Subject to Section 16.4, the Purchaser may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Purchaser resells the Goods before that time:

16.3.1 it does so as principal and not as the Company's agent; and

16.3.2 title to the Goods shall pass from the Company to the Purchaser immediately before the time at which resale by the Purchaser occurs.

16.4 If before title to the Goods passes to the Company the Purchaser becomes subject to any of the events listed in Section 5.2, then, without limiting any other right or remedy the Company may have:

16.4.1 the Purchaser's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

16.4.2 the Company may at any time:

(a) require the Purchaser to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(b) if the Purchaser fails to do so promptly, enter any premises of the Company or of any third party where the Goods are stored in order to recover them.

Force Majeure

17.1 The Company shall be relieved of its obligations and liabilities hereunder wherever and to the extent to which fulfilment is prevented or impeded as a consequence of a Force Majeure Event. A 'Force Majeure Event' means any cause outside the reasonable control of the Company including, but not limited to; Acts of God, explosion, fire or accident, acts of terrorism, flood, war or threat of war, civil disturbance, riot, acts of government, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes, difficulty in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery, currency restriction or fluctuation, labour disputes or failure of supplier, or subcontractor to deliver on time.

General

18.1 Notices. Any notices to be served under these Conditions must be in Writing and delivered personally, sent by facsimile transmission or by registered mail, in the case of the Company to

its registered office and in the case of the Purchaser, to the address in its order or otherwise notified in Writing to the Company. A notice shall be deemed to have been received: if delivered personally; when left at the relevant address; if posted then two working days (i.e. excluding Saturdays, Sundays, bank and other UK public holidays) after being posted; and if sent by facsimile, one working day prior to 16.00hrs after successful transmission of the facsimile, otherwise on the next working day.

18.2 Assignment and Other Dealings

18.2.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2.2 The Purchaser may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

18.3 Third Party Rights. A person who is not a Party to the Contract shall not have any rights to enforce its terms.

18.4 Publicity. The Purchaser shall not publicise (for example by making press statements or by issuing press releases) or release any information in relation to or about the Contract except with the Company's prior written consent.

18.5 Relationship. Nothing in these Conditions creates a joint venture, relationship of partnership or agency between the Parties. Accordingly, except as expressly authorised under these Conditions neither Party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another Party. No staff of the Purchaser shall be construed as being an employee of the Company by virtue only of the Contract or the performance of the respective Party's obligations under the Contract.

18.6 Waiver. No forbearance, delay or indulgence by the Company in enforcing the provisions of the Contract shall prejudice or restrict the rights of the Company nor shall any waiver of its rights in relation to a breach of the Contract operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to the Company under the Contract is exclusive of any other right, power or remedy available to the Company and each such right, power or remedy shall be cumulative.

18.7 Severability. Notwithstanding that the whole or any part of any provision of these Conditions may prove to be illegal or unenforceable the other provisions of these Conditions and the remainder of the provision in question shall remain in full force and effect.

18.8 Variation. These Conditions may only be changed or added to by a written variation referencing this Section 18.8, agreed and signed by both Parties.

18.9 Precedence. In the event of any conflict between the various documents forming part of the Contract, the order of precedence shall be as follows: (i) these Conditions; (ii) any special conditions agreed in writing; and (iii) any other written document forming part of the Contract.

18.10 Entire Agreement. These Conditions together with any other documents stated to form part of the Contract constitute the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in the Contract, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the Parties. Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on any statement, representation, warranty or understanding made prior to the Contract save to the extent that such statement, representation, warranty or understanding is incorporated into the Contract. Each of the Parties acknowledges and agrees that in entering into the Contract it has not relied on (or has been induced to enter into the Contract by) any statement, representation, warranty or understanding made prior to the Contract.

18.11 Counterparts. The Contract may be executed in counterparts (including electronic signatures and signatures transmitted by facsimile), all of which shall constitute one agreement between the Parties.

Confidentiality

19.1 The Purchaser acknowledges that it will receive and be exposed to Confidential Information that the Company desires to protect from unauthorised access, disclosure, or use. "Confidential Information" shall mean any and all information relating to the Company, the Goods and Services provided under the Contract, know-how, technology, source code, object code, software, writings, designs, flow charts, databases, specifications, documentation, discoveries, inventions, creations, processes, methods, procedures, concepts, ideas, trade secrets, prototypes, plans, designs, illustrations, sourcing information, pricing, financial information, and other information about the Goods and Services, all of which belongs to the Company. Confidential Information may be expressed in oral, written, electronic or other form.

19.2 Confidential Information shall not include: (a) information that is or becomes generally known to the public other than through breach of a duty of confidentiality to the Company; or (b) information that the Purchaser had in its possession at the time of disclosure and was not

acquired from the Company or a third party that owed a duty of confidentiality to the Company as evidenced by the Purchaser's pre-existing written records.

19.3 If the Purchaser is required to disclose Confidential Information by virtue of a legal requirement, the Purchaser must first give the Company prompt written notice of the potential for such disclosure and the opportunity to seek a protective order or otherwise intervene and the Purchaser must limit the disclosure to the narrowest possible disclosure and continue to protect the confidentiality of the Confidential Information. The Purchaser shall only share the Confidential Information with its employees, attorneys, and financial advisers who have a need to know the Confidential Information to enable the Purchaser to assist in the business relationship with the Company and who agree in writing to be bound by the terms of this Agreement prior to receiving any Confidential Information. The Purchaser shall not otherwise disclose the Confidential Information to any third party. The Purchaser shall protect Company's Confidential Information from unauthorised access, disclosure, or use at least to the extent and in the same manner the Purchaser protects its own similar information, but in no event shall Purchaser use less than commercially reasonable methods.

19.4 If any unauthorised access to, disclosure of, or use of any Confidential Information by or through the Purchaser occurs, the Purchaser shall promptly notify the Company and cooperate with the Company to protect against further unauthorised access, disclosure, or use. The Purchaser shall not use the Confidential Information for any reason and especially shall not in any way potentially detrimental to the Company. The Purchaser acknowledges that ownership of and title to the Confidential Information, as well as any derivative works, improvements upon or modifications to the Confidential Information shall remain at all times with the Company and that the Confidential Information has value. At any time upon request by the Company, the Purchaser shall promptly return to the Company all Confidential Information or, at the Company's option, destroy the Confidential Information in the Purchaser's possession.

Indemnification

The Purchaser shall indemnify, reimburse, release, hold harmless, and defend the Company and its affiliates and their respective successors and assigns and their respective directors, officers, agents and representatives, from and against any loss, liability, claims, judgments, settlement amounts, damages, liabilities, deficiencies, expenses (including reasonable attorneys' fees and disbursements of counsel), suits and costs, directly or indirectly, caused by, arising out of or relating to: (a) the Intellectual Property Rights in the Goods supplied hereunder or the packages or containers in which they are shipped, if such Goods, packages or containers are made pursuant to or in compliance with the Purchaser's design, instruction or specifications; (b) infringement of any Intellectual Property Rights to the extent that such infringement arises from designs, specifications or instructions furnished or expressly or

implicitly required by the Purchaser or use of equipment provided by the Purchaser or that the Purchaser requires the Company to use; (c) the application or the use to which Goods provided hereunder are put by the Purchaser or others; or (d) any third party claim based on an actual or alleged breach of the covenants, representations, and warranties made by the Purchaser in Section 8, or any violation of data protection or privacy laws by the Purchaser.

Governing Law and Jurisdiction

This Contract is subject to the law of England and Wales to whose exclusive jurisdictions the Parties hereto irrevocably submit save that the Company may take protective proceedings in any jurisdiction it deems necessary to protect its interests. It is noted that export control, sanctions and trade compliance laws of countries other than England and Wales may apply to the Contract as set out in Section 7.