

Terms and Terms for the Purchase of Products and Services (the "Terms")

As used herein, the term "Buyer" refers to EH Europe GmbH and the term "Supplier" refers to the party from whom the Buyer purchases such products or services on the applicable purchase order (the "PO").

1. **Acceptance** Payment by the Buyer of the purchase price, or any part thereof, does not constitute acceptance of the goods or services. The goods or services may be inspected and rejected by the Buyer within a reasonable time after receipt by the Buyer. The risk of loss does not pass to the Buyer until the goods or services are accepted. Wherever possible, defective or non-conforming products shall be returned to the Supplier at the Supplier's sole expense, and the risk of loss in respect of such defective or non-conforming products shall never pass to the Buyer and shall remain with the Supplier. The Buyer hereby objects to any additional terms and Terms proposed in the Supplier's acceptance of the Buyer's offer which are in addition to, vary or conflict with the terms and Terms hereof. Such proposed terms and Terms shall be null and void and these terms and Terms shall constitute the complete and exclusive statement of the terms and Terms of the contract between the parties and shall not be modified subsequently except by an instrument in writing signed by authorized representatives of both parties. Any of the following events shall constitute the Supplier's unqualified acceptance of the PO and these terms and Terms: (a) acknowledgement of receipt; (b) provision of any part of the goods, services or products; (c) acceptance of payment for the goods, services or products; or (d) commencement of performance.
2. **Warranties**. Supplier warrants that all products, work or services provided pursuant to the PO shall, as applicable (a) be new and free from defects; (b) conform to all of Supplier's designs, drawings, specifications, responses to requests for proposals, brochures and marketing letters, oral and written representations, samples and container declarations, labels and advertisements; (c) be properly, professionally and economically executed; (d) be of merchantable quality, safe, fit and suitable for Buyer's particular purpose; and (e) be delivered free and clear of all claims, liens and encumbrances of any kind. The above warranties extend for a period of 5 years from the date of acceptance of the products by the Buyer.
3. **Order of Precedence**. These Terms together with any specifications, drawings or other documents referred to on the face of the PO or attached thereto, or any document incorporated by reference, supersede all prior or contemporaneous communications, representations, promises or negotiations, whether oral or written, concerning the subject matter of the PO. All contractual documents related to the PO shall be interpreted together as one agreement. However, in the event of an irreconcilable conflict between the provisions of such contract documents, the following order of precedence shall apply: (a) any Supply Agreement; then (b) any Modification Agreement; then (c) the face of the PO and any additional terms and Terms included or incorporated by reference; then (d) these Terms; and finally (e) such other contract documents as may be agreed in writing by the parties. The Supplier's terms and Terms shall not be recognised by the Buyer, even if they are not expressly rejected.
4. **Delivery and marking** Unless otherwise specified, the products described in the PO shall be delivered in accordance with the INCOTERMS negotiated between the parties to Buyer's shipping address as shown on the PO. All packaging and labels shall include Buyer's order number, Buyer's part number and revision number, quantity, lot number and shipping date. The Supplier shall be responsible for the proper packaging, wrapping and marking of the Product(s) delivered hereunder in accordance with the PO. The packaging, wrapping and marking shall be in accordance with the instructions specified or provided by the Buyer. The Supplier shall ensure the integrity of the packaging throughout the shipping cycle. Damage resulting from inadequate packaging of the product will be charged to the Supplier. The Supplier shall comply with all applicable carrier regulations. Products received without proper packaging, wrapping and marking as specified herein may be rejected by Buyer and returned to Supplier at its expense.
5. **Packaging and shipment**. Unless otherwise specified, all products shall be packaged and prepared for shipment in a manner (i) consistent with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for the products concerned and (iii) adequate to maximize the likelihood of safe arrival of the product. No delivery shall be made hereunder

prior to the date(s) specified unless Buyer has given its prior written consent.

6. **Property.** All jigs, dies, molds, equipment or other items owned by Buyer and used by Supplier hereunder shall remain the property of Buyer, shall be held in safekeeping, shall not be removed from Supplier's facilities without Buyer's written consent, and shall not be used in the manufacture of products for anyone other than Buyer. All Deliverables created specifically for Buyer hereunder shall be the property of Buyer and shall be considered work performed by Supplier for Buyer. If any such deliverable is not considered a work made for hire, Supplier shall assign, or obtain an assignment, as the case may be, of all right, title and interest in such deliverable to Buyer.
7. **Cancellation.** The Buyer may cancel or terminate all or part of its order at its discretion at any time by written notice to the Supplier. In such case, the Seller may only claim the duly documented reimbursable costs for work already carried out, which shall in no case exceed the total price of the cancelled goods or services: provided, however, that the Buyer shall not be obliged to pay to the Supplier any costs incurred by the Supplier to the extent that the Supplier may use or incorporate the goods, services or products for or in other orders of the Buyer, or for orders of, or for the benefit of, any other of the Supplier's customers ;
8. **Stop Work Order.** The Buyer may, at any time, by written notice to the Supplier, request the Supplier to stop all or part of the work under the PO for a period of ninety (90) days after delivery of such notice to the Supplier. Within ninety (90) days after giving such notice to the Supplier, or within any extension of the period agreed between the parties, the Buyer shall: (a) withdraw the notice and request the Supplier to resume the work, in which case the Supplier may be entitled to an equitable adjustment in the price or schedule of the PO or both, provided that a request for such adjustment is submitted by the Supplier within thirty (30) days of the end of the period of cessation of work; or (b) terminate the work and the PO or any part thereof.
9. **Changes.** The Buyer may change the specifications, description of services, products or any aspect thereof or anything related thereto prior to the receipt of the Supplier's products or completion of the services to be performed by the Supplier. If any such change alters the cost or time required for the performance of a PO, the Supplier shall promptly notify the Buyer and the Buyer shall have fifteen (15) working days to withdraw its request for change or accept the new terms. If the Buyer does not respond to the Supplier's notice within twenty (20) working days, the request for change shall be deemed withdrawn and the Supplier shall perform the PO on the original terms. Supplier shall not make any changes to any Product that would affect the appearance, function or performance of such Product, or any other specification described in the PO, without Buyer's prior written consent.
10. **Timing.** Time is of the essence in the execution of any Purchase Order. If the delivery of the Products is not completed within the agreed timeframe and confirmed by the Supplier, EnerSys shall be entitled to claim liquidated damages. Liquidated damages for each day of delay shall be two (2%) percent of the amount of the line item in the Order on delay. The liquidated damages, however, shall not exceed a total of fifty (50) percent of the amount of the overdue line. EnerSys may furthermore, but is not obliged to, immediately terminate this Purchase Order, or any part thereof, by written notice to Supplier. Notwithstanding any other right of EnerSys, including the right to claim liquidated damages, the Supplier shall pay all compensation, including without limitation all fines and expenses related to or resulting from the Supplier's failure to deliver the Products by the delivery date specified in the applicable Purchase Order. Payment of liquidated damages shall not relieve the Supplier of the obligation to deliver the Products. The Buyer shall have the right to refuse to take delivery of the Products and/or services in the event of non-delivery within the agreed period.
11. **Responsibility for Delayed Delivery.** The Supplier understands and accepts that the Buyer is purchasing the Product from the Supplier in order to fulfil its commitments to the Buyer's Customers, and, because the Buyer uses a lean manufacturing method and, therefore, time is of the essence. Therefore, in any situation where the Supplier's delivery to the Buyer is delayed by more than 1 business day from the scheduled delivery date, the Buyer may arrange for expedited shipment from the Supplier's facilities to the Buyer's facilities or other location designated on the PO, and from the Buyer's facilities or other location designated on the PO to the Buyer's Customer, with the cost of the expedited shipment paid by the Supplier. Expedited

Shipping" means any mode of transit that may move Product from one point to another in a manner calculated to be faster than ordinary ground transportation by truck.

12. **Taxes**. Supplier shall be solely responsible for payment of any sales, use or other tax or duty levied or based on the price of the goods, work or services provided under any PO. If Buyer pays any such tax or duty, Supplier shall promptly refund it to Buyer.
13. **Price, Payment, Setoff**. If no price is stated in a PO, the Supplier shall charge the lowest prices previously quoted or charged to the Buyer for similar products or services, in similar quantities and under similar Terms. The Supplier warrants that the prices quoted in any PO are the lowest net prices charged by the Supplier to any other customer for similar products or services, in similar quantities and under similar Terms. If such lower price is quoted within thirty (30) days of delivery to Buyer, Supplier shall promptly pay Buyer a discount equal to the difference in such amounts within ten (10) days of such lower quote. The Buyer shall be entitled to recover or set-off, as the case may be, any payments due or outstanding under the PO or any other contract between the parties. Prices shall take into account all costs of the Supplier, in particular transport and packaging costs, equipment and vehicle costs, contingencies, travel time, overtime and/or performance payments. The Buyer shall be entitled to assert rights of set-off and retention as well as the defence of non-performance of the contract insofar as this is permitted by law. In particular, the Buyer shall be entitled to withhold payments due as long as he can still assert claims against the Supplier arising from incomplete or defective performance. Unconditional payment by the Buyer of the invoiced amount does not constitute recognition of the Supplier's performance or service as being in conformity with the contract.
14. **Supplier Quality and Inspection**. The Supplier shall comply with the internationally recognised quality control standards and inspection system and related standards and systems prescribed by the Buyer. The Supplier shall also participate in the Buyer's Supplier quality and development programmes as directed by the Buyer. All products may be inspected and tested by the Buyer at any reasonable time and place. If inspection or testing is carried out at the Supplier's premises, the Supplier shall provide, without charge, all reasonable facilities and assistance required for inspection and testing. The Supplier's standard quality inspection and testing system shall be approved in writing by the Buyer. All inspection, testing and quality records, including records of sub-Suppliers relating to the products, shall be retained by the Supplier during the performance of the PO and for longer periods if specified by the Buyer. In case the Supplier has signed the SQM (Supplier Quality Manual), the latter shall prevail over these Terms.
15. **Spare parts**. The Supplier is obliged to keep replacement parts for the delivered products in stock for a period of at least 10 years after delivery. If the Supplier intends to stop the production of replacement parts for the products delivered to the Buyer, he shall inform the Buyer immediately after the decision to stop such production. This decision must be notified at least 6 months before the production is stopped.
16. **Disputes**. Any dispute arising under or in connection with the PO and concerning the rights, duties or obligations of the parties shall be submitted in writing for resolution to the senior management levels of the respective parties. The Buyer may withhold the disputed invoice amounts while the parties attempt to resolve the dispute. If a dispute cannot be resolved to the satisfaction of both parties, after good faith negotiations, within ninety (90) days from the date of receipt of the written claim by the other party, or within such further time as the parties may agree in writing. Pending a final resolution or decision referred to in this clause, or the resolution of any dispute arising under the PO, both parties shall diligently perform their respective obligations under the PO. Payment of all costs by the Buyer shall not waive any right, claim or remedy. To the maximum extent permitted by law, the parties waive any right to a jury trial. Buyer shall not be liable for penalties of any kind. Any action arising out of a breach by Buyer with respect to the products, goods and/or services delivered hereunder must be commenced within one year after the cause of action arose.
17. **Limitation of Liability**. Notwithstanding anything to the contrary, Buyer's cumulative liability to Supplier for all claims, liabilities, losses, damages, costs and expenses in connection with any Contract, or the Products or Services provided thereunder, shall in no event exceed the amount of the purchase price of such Products or Services under the applicable

Contract, less any amounts already paid by Buyer for such Products or Services. BUYER SHALL NOT BE LIABLE TO SUPPLIER FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

- 18. Indemnification.** Supplier shall indemnify, defend and hold harmless Buyer, its shareholders, subsidiaries, affiliates, officers, directors, attorneys, employees, agents, successors and assigns from and against any and all losses, obligations, liabilities, claims, suits, judgments, damages (whether incidental, (a) the violation or alleged violation of any law, ordinance, regulation or rights of third parties by reason of Supplier's performance or non-performance of any PO (b) breach of any term, condition, covenant, agreement, representation or warranty by the Supplier (c) infringement or alleged infringement of any patent, copyright, trademark or other intellectual property in connection with the use or design of equipment, materials, products or services provided by the Supplier in connection with any PO or the processes or actions employed by or on behalf of the Supplier in connection with any PO; (d) injury or death to persons or damage to real or personal property, arising out of or in connection with products or services provided by the Provider under any PO or the acts or omissions of the Provider or its officers, directors, employees, agents, contractors or subcontractors; or (e) claims arising out of any death or injury, illness or disease to any person, or damage to any property, or any other damage or loss suffered by any person, regardless of whether the injury or loss is alleged to result from the fault or negligence of the Buyer, arising or alleged to arise in whole or in part from.

The Buyer shall also be entitled to assert claims for defects without restriction if the defect was unknown to us at the time of conclusion of the contract due to gross negligence.

If the Supplier fails to fulfil his performance obligations - at the option of the Buyer, by remedying the defect (subsequent improvement) or by providing a (replacement delivery), within a reasonable period of time set by the Buyer, the Buyer shall be entitled to have the defect remedied by a third party and to demand reimbursement from the Supplier of the expenses necessary for this purpose.

- 19. Insurance.** The Supplier undertakes to maintain commercially reasonable levels of insurance coverage, including: (1) Commercial General Liability insurance with limits of at least one million euros (EUR 1,000,000) covering liability for property damage and bodily injury, including death of any person; (2) Motor Vehicle Liability insurance with limits for bodily injury and property damage of at least one million euros (EUR 1,000,000). (3) Third party liability insurance in an amount of at least four million euros (EUR 4 000 000) to cover claims exceeding the above limits of coverage. If the Supplier provides professional, consulting or design services, it undertakes to maintain errors and omissions insurance in an amount not less than one million euros (EUR 1,000,000). If the Supplier provides services to the Buyer, the Supplier also undertakes to maintain: (1) commercial general liability insurance covering employee dishonesty in an amount not less than one million euros (EUR 1,000,000); (2) workers' compensation insurance for the Supplier's employees up to the applicable legal limit and in an amount not less than five hundred thousand euros (EUR 500,000) per occurrence or statutory limits if any; and (3) products insurance covering "all risks" of loss or damage to the Supplier's real and personal products. The Buyer shall be named as an additional insured on the commercial, automobile and general liability insurance policies, and the Supplier shall provide the Buyer with certificates of insurance. All insurance policies shall be with insurance companies licensed to do business in the jurisdiction where the services are performed and be rated A- VII or better by AM Best.

- 20. Confidentiality and Intellectual Property.** All information, including but not limited to specifications, samples, drawings, materials, know-how, designs, processes and other technical, commercial or financial information, which: (a) has been or will be supplied to the Supplier by or on behalf of the Buyer; or (b) which the Supplier will design, develop or create in connection with the PO; in respect of individual items or a combination of components or both, and whether completed or not, and all derivatives of (a) and (b) which the Supplier has or will design, develop or create are deemed to be "Confidential Information" of the Buyer. All Confidential Information is work done for valuable consideration and in the course of services rendered. All rights therein shall belong exclusively to Buyer, and Buyer shall have the exclusive right to obtain, hold and renew, in its own

name or for its own benefit, any patents, copyrights, registrations or other appropriate protection. To the extent that exclusive title or ownership rights to the Confidential Information do not initially vest in the Buyer, the Supplier irrevocably assigns and transfers to the Buyer all right, title and interest therein. For a period of five (5) years after termination or expiration of the PO, Supplier shall not disclose and shall, to the extent it can, prevent disclosure by others of the Confidential Information to any third party without Buyer's prior written consent. The Supplier agrees not to use or make copies of the Confidential Information except as necessary to perform its obligations under the PO, and agrees to limit access to the Confidential Information to its own employees, agents and consultants strictly on a "need to know" basis; provided, however, that such agents and consultants have signed an agreement with the Supplier with confidentiality provisions at least as restrictive as those contained herein. Upon expiration or termination of the PO and upon request of Buyer, Supplier shall, to the extent possible, promptly return all Confidential Information. Each party acknowledges that disclosure of the other's confidential or proprietary information may result in irreparable harm which may not be adequately compensated by damages. To the extent that Supplier breaches, or Buyer reasonably believes that Supplier may breach, its confidentiality obligations set forth herein, Supplier agrees that Buyer may obtain injunctive relief to prevent, or otherwise mitigate, the damages of such breach or threatened breach.

The Supplier warrants that no industrial property rights of third parties in the countries of the European Union, North America or other countries in which it manufactures or has manufactured the products are infringed in connection with its delivery. The Supplier shall be obliged to indemnify the Buyer, on first written demand, against any claims by third parties for infringement of industrial or intellectual property rights. This indemnification obligation also includes the assumption of all costs incurred in connection with third party claims.

21. **“Personal Data”**. means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. The Supplier undertakes to: (a) treat the Personal Data of all Buyer's personnel and potential personnel as Confidential Information; (b) take appropriate technical and organisational security measures required by Buyer to protect the Personal Data; (c) use and authorise employees and third parties to use the Personal Data in accordance with Buyer's instructions only for purposes directly related to the performance of the obligations under the PO; (d) refrain from transferring Personal Data outside the European Union unless the Buyer has given its prior consent to the transfer and the Supplier has complied with any other requirements reasonably imposed by the Buyer; (e) indemnify the Buyer against all losses, costs, expenses, damages, liabilities, claims, actions or proceedings which the Buyer may suffer or incur as a result of any breach of this clause; and (f) promptly inform the Buyer of : any legally binding request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited); any accidental or unauthorised processing of Personal Data; and any request received from persons to whom Personal Data relates, without responding to such request unless otherwise authorised to do so by the Buyer
22. **Subcontractors**. The Supplier may, upon written approval of the Buyer, subcontract any part of a PO to another person providing labour or materials to the Supplier for the performance of any PO (collectively "Subcontractors"), but the Supplier shall nevertheless remain primarily responsible and fully liable for the performance of the obligations under such PO. If the Supplier subcontracts any service, it shall first obtain the Buyer's written consent to use subcontractors before subcontracting or otherwise allowing subcontractors to perform services. No subcontract shall increase the fees or the extent or amount of expenses passed on to the Buyer. The Supplier shall ensure that its subcontractors comply with these Terms and shall remain fully responsible if they fail to do so.
23. **Relationship of Parties**. The Supplier and the Buyer are independent contracting parties and nothing in the PO shall make either party an employee, agent or legal representative of the other for any purpose. The PO does not grant either party the authority to assume or create any obligation in the name or on behalf of the other party. The Supplier shall be solely responsible for all labour and income taxes, insurance premiums, fees and other expenses it incurs in connection with the performance of the PO, except as expressly provided in a written agreement signed by the Buyer. All employees and agents of the Supplier

or its respective contractors shall be employees or agents only of the Supplier or such contractors, and not of the Buyer, and shall not be entitled to the benefits or other rights accorded to employees of the Buyer. The Buyer shall not be liable for any obligation to the employees or agents of the Supplier or its contractors.

24. **Liens.** If a PO provides for the performance of work or services on Buyer's property, Supplier shall not deposit or cause to be deposited, directly or indirectly, and shall hold such property and work free and clear of any liens ("Liens"), and shall provide all such warranties, including, but not limited to, obtaining payment and performance bonds and waiving liens, as Buyer may request from time to time or as may be necessary to avoid or waive such Liens. The Supplier shall inform all subcontractors of this clause and, before subcontracting any work or services to subcontractors, shall require its subcontractors to agree to waive any lien rights they may have against the Buyer and to co-operate fully with the Buyer in completing forms, (b) the subcontractor shall be required to agree to waive all rights of lien it may have against the Buyer and to cooperate fully with the Buyer in completing forms, filing documents, or performing other acts or assisting in waiving or preventing Levies before permitting a subcontractor or a subcontractor's representative to supply labour or materials to the Supplier for the performance of a PO or any part thereof.
25. **Compliance with Law.** The Supplier, and all products or services provided by the Supplier, shall comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to manufacturing, labeling, transportation, importing, exporting, licensing, approval or certification, including laws relating to environmental matters, hazardous materials, hiring, wages, hours and terms of employment, selection of subcontractors, discrimination, occupational health or safety and motor vehicle safety. All materials used by Supplier shall meet applicable governmental and safety requirements regarding restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture, sale or destination. Supplier certifies, warrants and assures Buyer that its product(s) are in full compliance with all applicable laws and regulations, including but not limited to:
- (a) Supplier, in performing the PO, shall comply with all applicable local, state and federal laws, ordinances, rules, regulations, orders, guidelines, directives and other transportation regulations, and shall obtain all licenses or permits, pay all fees and other charges required. The Supplier further declares, if applicable, that each chemical substance constituting or contained in the products sold or otherwise transferred to the Buyer hereunder is to the extent legally required registered with or admitted by the competent Swiss Federal Office in accordance with the Swiss Federal Act on Chemicals and its implementing ordinances.
 - (b) Supplier shall not engage in any action that is, or may be considered, bribery of public officials or private individuals as described in the Swiss Federal Penal Act and the Swiss Federal Act against Unfair Competition, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.S. Foreign Corrupt Practices Act (the "FCPA"), or applicable anti-fraud, anti-bribery, and anti-money laundering laws and regulations (collectively, the "Anti-Bribery Laws").
 - (c) The Supplier undertakes, where applicable, to comply with its obligations to comply with the European Regulation (EC) No. 1907/2006 ("REACH") and Article 4.1 of Directive 2002/95/EC of the European Parliament ("RoHS Directive").
26. **Ethics and Integrity** The Supplier shall comply with the Buyer's Code Business Conduct and Ethics ("Code") or equivalent ethics policy on its own initiative, in the performance of the PO. A copy of the Code is available on the Buyer's website and may be obtained from the Supplier upon request. The Supplier shall maintain an integrity and compliance program acceptable to the Buyer and effective in preventing and correcting ethical violations and maintaining compliance with laws.

27. **Corporate Social Responsibility and Human Rights Policy** The Supplier shall comply with the Buyer's Corporate Social Responsibility and Human Rights ("CSR") policy or an equivalent policy of its own, in the performance of the PO. A copy of the CSR can be found on the Supplier's website and can be obtained from the Supplier upon request. The Supplier shall review the CSR and similar Supplier criteria and guidelines set out on the Buyer's website for Suppliers.
28. **Conflict Minerals**. Suppliers are expected to ensure that parts and products supplied to Buyer do not contain "Conflict Minerals" (gold, tin, tantalum and tungsten) or their derivatives that are sourced from the Democratic Republic of Congo ("DRC") or adjoining countries. Suppliers are expected to establish policies and perform due diligence consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.
29. **Toxic Substance**. Upon receipt by Buyer of information reasonably leading to the conclusion that a chemical or other toxic substance subject to a PO has been manufactured, processed, transported or distributed in commerce in violation of the Toxic Substances Control Act, Buyer may suspend or terminate such PO.
30. **Sustainability**. The Buyer and Supplier hereby recognize the value of supporting initiatives that aim to achieve excellence in environmental and social performance. While these Terms and Terms and the PO define the parameters within which the parties will conduct their business, the parties agree to put into practice the principles of sustainable enterprise. Elements that the parties will consider include (a) developing a sustainability report; (b) promoting diversity in the Supplier base; (c) undertaking voluntary initiatives to reduce environmental impacts; and (d) supporting safe and healthy workplaces and communities, hiring and promoting employees without discrimination, and paying competitive wages and benefits. In addition, the Supplier shall respond in a complete, accurate and timely manner to the Buyer's sustainability-related enquiries and requests for information and shall cooperate fully with the Buyer in the latter's efforts to collect information on the origin of materials throughout the Supplier's supply chain.
31. **Non-discrimination**. The Supplier warrants that it will not, in the performance of its obligations under any PO, discriminate against any employee or applicant for employment on the basis of race, creed, colour, age, sex, or national origin, or on the basis that the employee or applicant is disabled, a disabled veteran, or another protected veteran, for any position for which the employee or applicant is qualified.
32. **Customs Related Matters**. Any credits or benefits resulting from the PO, including trade credits, export credits or refund of duties, taxes or fees, shall belong to the Buyer. The Supplier shall provide all information and certificates necessary to enable the Buyer (or the Buyer's customers) to receive such benefits or credits. The Supplier undertakes to fulfil all customs obligations, origin marking or labelling requirements, and local content origin requirements. Export licenses or authorizations required for the export of products are the responsibility of the Supplier, unless otherwise specified in the PO, in which case the Supplier shall provide the information necessary to enable the Buyer to obtain the licenses or authorizations. The Supplier shall provide all documents and information necessary to establish the country of origin or to comply with the requirements of the rules of origin of the country concerned. The Supplier warrants that any information provided to the Buyer regarding the import or export of goods is true and that all sales covered by the PO will be made at a value not less than the fair value under the anti-dumping laws of the countries to which the goods are exported.
- The Supplier confirms that it has applied or will apply for Authorised Economic Operator (AEO) status. If the Supplier does not have AEO status, it is nevertheless obliged to meet the AEO requirements. The Supplier declares that the contents of each dangerous goods consignment are described by the correct shipping name, are classified, packaged, marked, labelled and documented and are in full and correct compliance with international and national dangerous goods regulations. The Supplier shall provide all relevant documents, if any, such as safety data sheets, certificates or export reports. All import obligations and formalities are the responsibility of the Buyer and in the event of non-compliance with this provision by the Supplier, its employees, its sub-Suppliers, it shall be solely responsible for all damages and losses the Buyer may incur.
33. **Supply Chain Security**. The Supplier shall, where appropriate, endeavour to support the criteria of any supply chain security programme that the country importing the products may adopt.

34. **Anti-Trafficking in Persons.** Supplier complies with and requires its Subcontractors and any person under its control to comply with all applicable local, national and international supply chain transparency laws, rules and regulations regarding modern slavery and human trafficking. The Supplier represents and warrants that it will respect and comply with the requirements of these laws and will require its employees, agents, contract labour and Subcontractors to respect and comply with the requirements. In particular, if the Supply is carried out in Switzerland, the Supplier undertakes to comply with the Federal Labour Act, Federal Act on Accompanying Measures for Posted Workers and on the Monitoring of Minimum Wages provided for in Standard Employment Contracts, any applicable collective bargaining agreement, any Federal social security legislation and the Federal Act on Measures to combat Illegal Employment respectively.
35. **Audit Rights.** The Buyer reserves the right to audit the Supplier's records to ensure compliance with these Terms and the PO. The Supplier shall make available all data reasonably requested by the Buyer.
36. **Advertising and Use of Name.** The Supplier shall not, without the prior written consent of an authorized representative of the Buyer, advertise or otherwise publish the fact that the Supplier has supplied or agreed to supply the Buyer with the items or services under the PO. The Supplier agrees not to use the Buyer's name or logo, or any adaptation or variation thereof, in any manner whatsoever (including, but not limited to, on one or more websites, in press releases, reference lists or similar public announcements), without the prior written consent of the Buyer in each case.
37. **Assignment.** The Supplier may not assign any of its rights or obligations under a PO without the prior written consent of the Buyer. Any merger, consolidation, reorganization, recapitalization, sale of a substantial portion of the Supplier's business or assets, or any other transaction in which there is a change in control of the Supplier's business, or of any of the Supplier's owners or relatives, shall be deemed an assignment by the Supplier. The Buyer may assign the PO to any successor in interest. The Supplier shall promptly notify the Buyer in writing of any organizational changes made by the Supplier, including name or ownership changes, mergers or acquisitions.
38. **Jurisdiction and Venue.** Any suit, action or other proceeding to enforce, or in any way relating to, any provision of a PO shall be brought only in the Commercial Court of Arras. The Supplier irrevocably consents and submits to the jurisdiction and venue of such courts and irrevocably waives any objection it may have to the venue of any suit, action or proceeding brought in such courts and any claim that such suit, action or proceeding brought in such courts was brought in an inconvenient forum or that such courts lacked jurisdiction.
39. **Severability.** If any provision of a PO or these Terms, or any part thereof, is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any provision of a PO found to be invalid or unenforceable only in part will remain in effect to the extent that it is not found to be invalid or unenforceable.
40. **Waiver.** Neither the failure or delay of the Buyer in exercising any right, power or privilege under these Terms or a PO shall constitute a waiver of such right, power or privilege, nor shall any partial exercise of such right, power or privilege preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
41. **Governing Law.** All POs and transactions shall be governed by Switzerland law.
42. **Traceability Information:** The Supplier guarantees that traceability information (date/batch code, package marking, etc.) will be provided to facilitate tracing.
43. **Force Majeure.** The following events, and only the following events, shall constitute force majeure under the PO: (a) acts of God or public enemy; (b) acts of government; (c) fires; (d) floods; (e) epidemics; (f) quarantine restrictions; (g) strikes; (h) freight embargoes; and (i) abnormally severe weather Terms. Neither the Buyer nor the Supplier shall be liable to the other for any delay or failure to perform its obligations hereunder if and to the extent such delay or failure is due to Force Majeure, provided that (i) the party promptly notifies the other in writing of its occurrence, likely duration and termination, and (ii) the party immediately takes all necessary steps to minimize the effect of such event on the performance of its obligations under any PO. If the event causing the delay or non-performance continues for a period of more than two months, either party shall have the right to terminate any Purchase Order without liability hereunder.

44. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the PO or at such other address as the receiving party may designate in writing. A copy of each Notice shall also be sent to the Buyer's legal department and the General Counsel's office. All notices shall be delivered by hand, by nationally recognized overnight courier service (with all charges prepaid), by facsimile (with confirmation of transmission) or by certified or registered mail (in each case, with return receipt requested and postage prepaid). Except as otherwise provided, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this clause.
45. **Survival.** The provisions of these Terms which by their nature should apply beyond their terms shall survive any termination or expiration of the PO, including, but not limited to, the following provisions: Indemnification, Insurance, Compliance with Laws, Confidentiality and Intellectual Property, Audit Rights, Publicity and Use of Name, Governing Law, Warranties and Survival.
46. **No Oral Statements.** Neither party has relied on any oral representations, warranties or provisions, and no oral statements have been made by either party that alter the terms of any PO.
47. **Over Shipments.** The Buyer agrees to pay only for the actual quantities indicated on the PO. Additional deliveries shall be held for a reasonable period of time at the Supplier's risk and expense while the Buyer awaits shipping instructions and then returned to the Supplier at the Supplier's risk and expense in accordance with the Supplier's shipping instructions..