

# Aliaxis UK Standard Terms and Conditions

## Terms and conditions for purchasing Goods and/or Services

### 1 DEFINITIONS

1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

**Aliaxis UK:** means Aliaxis Holdings UK Limited incorporated in England and Wales with company number 04117284 whose registered office is as Dickley Lane, Lenham, Maidstone, Kent ME17 2DE, UK.

**Branding Materials:** means any trade marks, logos, images and other branding materials provided to the Supplier by or on behalf of the Company.

**Business Day:** means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.

**Company:** means the Aliaxis UK group company stated on the Purchase Order.

**Company Materials:** has the meaning given in clause 4.3.4.

**Conditions:** means the terms and conditions set out in this document as amended from time to time in accordance with clause 2.5.

**Contract:** means the contract between the Company and the Supplier for the sale and purchase of Goods and/or Services in accordance with these Conditions.

**Deliverables:** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services or supply of Goods in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts), and including Company Materials pursuant to clause 5.5.

**Delivery Location:** has the meaning given in clause 6.1.

**Goods:** any Goods agreed in the Contract to be bought by the Company from the Supplier (including any part or parts of them).

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks 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, 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, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Purchase Order:** the Company's written instruction to buy the Goods and/or Services, incorporating these Conditions and where applicable the Specification.

**Services:** any services, including any Deliverables, agreed in the Contract to be provided to the Company by the Supplier as set out in the Specification.

**Specification:** the Company's written requirements in respect of the Goods and/or Services.

**Supplier:** the person, firm or company from whom the Company purchases the Goods and/or Services.

**Supplier's Quotation:** a quotation by the Supplier in respect of the Goods and/or Services.

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 A reference to one gender includes a reference to the other gender.
- 1.4 Condition headings do not affect the interpretation of these Conditions.

## 2 APPLICATION OF TERMS

- 2.1 Subject to any variation under clause 2.5, the Conditions are the only conditions upon which the Company is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions. The Contract shall, unless otherwise agreed in writing by the parties, comprise the entire agreement and shall supersede all previous arrangements, discussions or agreements between the parties, but for the avoidance of doubt, any representations made by the Supplier to the Company regarding the quality or specification of the Goods or Services shall be deemed to form part of the Contract.
- 2.2 Each Purchase Order for Goods and/or Services by the Company from the Supplier shall be deemed to be an offer by the Company to buy Goods and/or Services subject to these Conditions and no Purchase Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order, in whole or in part accepts the offer.
- 2.3 No standard terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such standard terms and conditions.
- 2.4 In the event of any dispute or conflict between the Purchase Order, Specification and the Supplier's Quotation, the order of priority shall be as follows: (1) Purchase Order, (2) Specification, (3) Supplier's Quotation.
- 2.5 These Conditions apply to all the Company's purchases and any variation to these Conditions or to the Specification shall have no effect unless expressly agreed in writing and signed by a director or an authorised signatory of the Company.

## 3 SUPPLY OF GOODS

- 3.1 The Goods shall be new and unused, of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Purchase Order and Specification.
- 3.2 The Goods shall:
  - 3.2.1 be free from defects (latent or otherwise) in design, materials and workmanship and remain so for 10 years after delivery; and

- 3.2.2 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.3 The Supplier shall be deemed to have knowledge of the purpose for which the Goods and/or Services are required and the Goods shall be fit for such purpose and of merchantable quality, properly packed and secured. The Goods shall be equal in all respects to any approved samples, patterns or demonstration provided or given by either party and shall be capable of any standard of performance specified in the Purchase Order and/or the Specification.
- 3.4 At any time prior to delivery of the Goods to the Company the Company shall have the right to inspect and test the Goods at all times. Such inspection/testing does not imply acceptance of the Goods.
- 3.5 If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the Purchase Order, the Specification, or any samples and/or patterns supplied or advised by the Company to the Supplier, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity, at no cost to the Company, and in addition the Company shall have the right to require and witness further testing and inspection and remedial actions from the Supplier may be necessary.
- 3.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

#### 4 **SUPPLY OF SERVICES**

- 4.1 The Services to be supplied shall be of a standard acceptable to the Company.
- 4.2 The Supplier warrants and represents on an ongoing basis that it has the knowledge, experience, skills and resources to provide the Services in a timely manner according to the Company's requirements.
- 4.3 In providing the Services, the Supplier shall:
  - 4.3.1 perform the Services using all the reasonable care, skill and diligence expected of properly qualified and experienced persons and in accordance with any requirements or specifications set out in the Purchase Order and/or the Specification;
  - 4.3.2 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification and that the Deliverables shall be fit for any purpose that the Company expressly or impliedly makes known to the Supplier;
  - 4.3.3 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 4.3.4 hold all materials, equipment and tools, drawings, specifications, data, documents, designs, jigs, patterns, moulds, and any other forms of Intellectual Property Rights in all the foregoing elements whether supplied by the Company to the Supplier or provided and/or created by the Supplier on behalf of the Company in accordance with clause 5.5 ("**Company Materials**") in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company (which shall be at the Company's written demand), and not dispose or use the Company Materials other than supplying the Goods and/or

Services in accordance with the Contract or with the Company's written instructions or authorisation; and

4.3.5 obtain and at all times maintain all licences and consents which may be required for the provision of the Services.

4.4 The Supplier shall meet any performance dates for the Services specified in the Purchase Order, the Specification or as otherwise notified to the Supplier by the Company and time is of the essence in relation to any of those performance dates.

## 5 SUPPLIERS OBLIGATIONS

5.1 The Supplier shall comply with all legislation applicable to the provision of the Goods and/or Services including compliance with any health and safety requirements in respect of the Goods and/or Services or policies or procedures operated by the Company or its customers at any of their sites. The Company's rights under these Conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.

5.2 If any of the Goods and/or Services fail to comply with the provisions set out in clauses 3 or 4 the Company shall be entitled to avail itself of any one or more remedies listed in clause 15.

5.3 The Supplier shall maintain adequate insurance in respect of the provision of the Goods and/or Services and shall provide a copy of its insurance policy and premium receipt upon request by the Company.

5.4 The Supplier shall comply with the provisions set out in the Schedule and a breach of this clause 5.4 shall be a material breach for the purposes of clause 13.2.1.

5.5 Where the Supplier is to provide the Company Materials, as indicated in the Purchase Order, such Company Materials shall also be Deliverables for the purposes of these Conditions. The procurement, manufacture and/or development of them shall be at the Company's cost, as indicated in the Purchase Order.

## 6 DELIVERY OF GOODS

6.1 The Supplier shall ensure that the Goods are adequately protected against damage and deterioration in transit and delivered to the location set out in the Purchase Order or as otherwise agreed by the parties in writing ("**Delivery Location**").

6.2 The time and date for delivery shall be specified in the Purchase Order, or as otherwise agreed by the parties in writing.

6.3 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, as a minimum, the Purchase Order number, date of Purchase Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered. If requested by the Company, information relating to the Goods and/or Services must be supplied free of charge on delivery including, without limitation, a certificate of conformity.

6.4 Time for delivery of the Goods shall be of the essence.

6.5 Unless otherwise stipulated by the Company in the Purchase Order or as otherwise agreed between the parties in writing, deliveries shall only be accepted by the Company in normal business hours, being 9am – 5pm on a Business Day.

- 6.6 Where the Company agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle the Company at its option to the remedies set out in clause 15.
- 6.7 If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense. If the Goods are delivered in advance of the due date the Company may reject the Goods at the Supplier's expense or accept them, but will not be bound to pay for the same until the month following the month in which delivery should have taken place.
- 6.8 The Company shall have the right to postpone or cancel any Purchase Order at anytime. In relation to cancelled Purchase Orders the Company's only liability to the Supplier shall be paying for Goods and/or Services delivered prior to such cancellation.

## **7 RISK/PROPERTY**

- 7.1 Title and risk in the Goods shall pass to the Company on completion of delivery which shall (unless otherwise set out in the Purchase Order) be:
- 7.1.1 where the Supplier is delivering the Goods, on completion of off-loading by the Supplier or its appointed courier, and signature by the Company of a delivery note; or
- 7.1.2 where the Company is collecting the Goods, on the loading of the Goods by the Company or its appointed courier.

## **8 PRICE**

- 8.1 The price of the Goods and/or Services shall be stated in the Purchase Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax chargeable from time to time but inclusive of all other charges, taxes, packaging, insurance and carriage.
- 8.2 No extra charges shall be effective unless agreed in writing and signed by the Company.
- 8.3 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Company to inspect such records at all reasonable times on request.

## **9 PAYMENT**

- 9.1 Subject to the Supplier's compliance with these Conditions, the Company shall pay the price of the Goods and/or Services on or before the 1<sup>st</sup> Business Day of the third month following the month in which the Company receives the invoice, but time for payment shall not be of the essence of the Contract.
- 9.2 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Supplier to the Company against any amount payable by the Company to the Supplier under the Contract.
- 9.3 If the Company fails to make a payment due to the Supplier under the Contract by the due date, then the Supplier shall be entitled to charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.3 will accrue weekly at 2% a year above the Bank of England's base rate from time to time.

## 10 INDEMNITY

The Supplier shall keep the Company indemnified in full against all losses, damages, injury, costs and expenses (including legal and other professional fees and expenses) including, without limitation, in respect of loss of profit, loss of business and depletion of goodwill, whether direct, indirect or consequential awarded against or incurred or paid by the Company as a result of or in connection with:

- 10.1.1 defective workmanship, quality or materials;
- 10.1.2 a breach by the Supplier of its obligations in the Schedule;
- 10.1.3 an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods and/or Services; and
- 10.1.4 breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

## 11 CONFIDENTIALITY

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Company or its agents and any other confidential information concerning the Company's business or its products including a Purchase Order or the Contract and its subject matter which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier. The Supplier shall not publicise the fact it is supplying Goods and/or Services to the Company without the Company's prior written consent.

## 12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in the Deliverables, any Company Materials or the Branding Materials) shall, unless otherwise specified in the Purchase Order, be owned by the Supplier.
- 12.2 The Supplier hereby grants to the Company, or shall procure the direct grant to the Company of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy and modify the Deliverables for any purpose.
- 12.3 The Company grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable, non-sublicensable licence to copy and use any materials provided by the Company to the Supplier (including the Company Materials and the Branding Materials) for the term of the Contract solely for the purpose of providing the Goods and/or Services to the Company.
- 12.4 All Company Materials and the Branding Materials are the exclusive property of the Company or its licensors.
- 12.5 Unless otherwise specified in the Purchase Order, the Supplier hereby assigns to the Company by way of present assignment of future rights and on an on-going basis, absolutely with full title guarantee (and free from all encumbrances) the entire right, title and interest in respect of any and all Intellectual Property Rights and all other rights in the Deliverables.

- 12.6 Where the Supplier manufactures Goods to the Company's design(s) the Supplier shall inform the Company as soon as possible of any invention or improvement in design or method of manufacture arising out of the performance of the Purchase Order and any Intellectual Property Rights in respect of the same ("**Foreground IPRs**") shall belong solely to the Company. The Supplier hereby assigns to the Company by way of present assignment of future rights and on an on-going basis, absolutely with full title guarantee (and free from all encumbrances) the entire right, title and interest in respect of any and all Foreground IPRs.
- 12.7 The Supplier will give the Company, at the Company's expense, all necessary assistance to enable the Company to obtain the benefit of all and any such Foreground IPRs whether registrable or not in any part of the world.

### 13 **TERMINATION**

- 13.1 The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and the Company shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 13.2 The Company shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract immediately if:
- 13.2.1 the Supplier commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
  - 13.2.2 any distress, execution or other process is levied upon any of the assets of the Supplier;
  - 13.2.3 the Supplier has a bankruptcy order made against him or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or
  - 13.2.4 the Supplier ceases or threatens to cease to carry on all or part of its business.

### 14 **CONSEQUENCES OF TERMINATION**

- 14.1 On termination of the Contract, the Supplier shall immediately deliver to the Company all Deliverables whether or not then complete, and return all Company Materials. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 14.2 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

## 15 REMEDIES

- 15.1 Without prejudice to any other right or remedy which the Company may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract including but not limited to a failure to deliver the Goods and/or perform the Services by the applicable date the Company shall have one or more of the following rights, whether or not any part of the Goods and/or Services have been accepted by the Company:
- 15.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier in accordance with clause 13.1;
  - 15.1.2 to reject the Goods and/or Services (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods and/or Services so returned shall be paid forthwith by the Supplier;
  - 15.1.3 at the Company's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
  - 15.1.4 to refuse to accept any further deliveries/provision of the Goods and/or Services;
  - 15.1.5 to carry out, at the Supplier's expense, any work necessary to make the Goods and/or Services comply with the Contract; and
  - 15.1.6 to claim such damages for any additional costs, loss or expenses as may have been sustained by the Company in consequence of the Supplier's breach or breaches of the Contract or the Supplier's failure to deliver the Goods or provide the Services on the due date.

## 16 ASSIGNMENT

- 16.1 The Supplier shall not be entitled to sub-contract its rights or obligations or assign, transfer, mortgage or charge the Contract or any part of it without the prior written consent of the Company.
- 16.2 The Company may at any time assign, transfer, mortgage, charge or sub-contract the Contract or any part of it to any person, firm or company.

## 17 FORCE MAJEURE

- 17.1 Neither party shall be liable for failure to perform its obligations under this Contract if such failure results from circumstances beyond the party's reasonable control (excluding for the avoidance of doubt a labour strike/dispute or lockout in respect of a party) (a "**Force Majeure Event**").
- 17.2 If either party is affected by a Force Majeure Event, it will use all reasonable endeavours to avoid or cure the Force Majeure Event and will promptly notify the other party of the nature of the Force Majeure Event, the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay or imperfect performance.
- 17.3 If either party is prevented by Force Majeure Event from performance of its obligations for a continuous period in excess of one month the other party may terminate the Contract forthwith on service of written notice upon the party so prevented, in which case neither



party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

## 18 **GENERAL**

- 18.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 18.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.5 Any notice to be served under these Conditions must be in writing and may be delivered by prepaid first class post or by fax. Delivery shall be deemed to have taken place immediately in the case of fax transmission or 48 hours after posting.
- 18.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.7 The formation, existence, construction, performance, validity and all aspects of the Contract (including non-contractual disputes or claims) shall be governed by the laws of England and Wales law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

## SCHEDULE

### CONTRACT GOVERNANCE

#### 1 ANTI-BRIBERY & CORRUPTION

- 1.1 The Supplier warrants that it will conduct its business in an ethical and responsible manner and will comply with all applicable anti-corruption and anti-bribery Laws in the performance of the Contract, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar laws of the regions, countries or states where the Supplier's facilities are located. The Supplier shall not, directly or indirectly, through any affiliate, third party, employee, director or agent, pay, give, offer or promise to pay, or authorize the giving, offering or payment of or any promise to pay, money or anything of value for the use or benefit of any officer or employee of a government agency or state-owned enterprise or any political party, official or candidate for a political office (each, an "**Official**") for the purpose of:
- 1.1.1 influencing any act or decision of the Official in his or her official capacity;
  - 1.1.2 inducing the Official to do or omit any act in violation of his or her lawful duty;
  - 1.1.3 obtaining any improper advantage; or
  - 1.1.4 inducing an Official to use his or her influence improperly to affect or influence any act or decision.

#### 2 MODERN SLAVERY

- 2.1 To the extent such legislation is applicable to the Supplier, in performing its obligations under the Contract the Supplier shall:
- 2.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
  - 2.1.2 have and maintain its own policies and procedures to ensure its compliance; and
  - 2.1.3 include in its contracts with its direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this paragraph 2.1.

#### 3 EXPORT CONTROL

- 3.1 Definitions:

**Export Control Laws:** means laws, regulations and rules relating to the export of dual-use and military items;

**Sanctions Laws:** means any economic or financial sanctions laws, regulations and rules enacted or enforced by a governmental authority, including but not limited to sanctions imposed by the United States and the restrictive measures adopted by the European Union.

- 3.2 The Supplier hereby confirms that it is not targeted by United States, European Union or any other relevant state Sanctions Laws. It also confirms that no directors or officers and no entities of its group, are or are owned or controlled by persons targeted by economic or financial sanctions.

- 3.3 The Supplier hereby agrees to provide the Company with any information necessary to comply with customs, Export Control Laws and Sanctions Laws. The information includes but is not limited to European Union, United States or any relevant state military or dual-use classification of the Goods (if applicable) and their customs classification. In addition, the Supplier hereby acknowledges that it will not provide the Company with goods originating in Iran, Syria, Sudan, North Korea, the region of Crimea or Cuba without having obtained prior written consent of the Company.
- 3.4 If so required by authorities, the Supplier, upon request by the Company, shall promptly provide the Company with all information requested by the governmental authority.

#### **4 CORPORATE SOCIAL RESPONSIBILITY**

4.1 The Company is dedicated to sustainability and responsible commercial practices. The Supplier undertakes that it shall comply with the commitments of the United Nation Global Compact by applying in within itself and with its own suppliers the ten principles of the Global Compact listed below:

4.2 Human Rights:

4.2.1 Businesses should support and respect the protection of internationally proclaimed human rights; and

4.2.2 Make sure that they are not complicit in human rights abuses.

4.3 Labour standards:

4.3.1 Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

4.3.2 The elimination of all forms of forced and compulsory labour;

4.3.3 The effective abolition of child labour; and

4.3.4 The elimination of discrimination in respect of employment and occupation.

4.4 Environment:

4.4.1 Businesses should support a precautionary approach to environmental challenges;

4.4.2 Undertake initiatives to promote greater environmental responsibility; and

4.4.3 Encourage the development and diffusion of environmentally friendly technologies.

4.5 Anti-corruption:

4.5.1 Businesses should work against corruption in all its forms, including extortion and bribery

#### **5 CONFLICT MINERALS**

5.1 The Supplier shall identify any Goods containing tin, tantalum, tungsten, gold and any other mineral that is designated under applicable rules of the Securities and Exchange Commission (“**SEC**”) as a “conflict mineral,” and shall certify to the Company the country of origin of any such mineral or that the mineral came from recycled or scrap sources within

the meaning of those terms under applicable SEC rules. If the Supplier is unable to identify the country of origin, and the mineral(s) in question did not come from recycled or scrap sources, the Supplier shall in good faith conduct an inquiry of its relevant suppliers as to the country of origin of such conflict minerals, and such inquiry shall comply with then-existing standards under SEC rules for the conduct of a reasonable country of origin inquiry. The Supplier shall also take such additional actions and provide such additional information requested by the Company as may be necessary in order for the Company to be or remain compliant with applicable laws, rules and regulations relating to conflict minerals.

- 5.2 For Goods containing chemical substances, the Supplier expressly undertakes that all chemical substances contained in the Goods and/or materials supplied under the Contract (including substances which the Supplier does not make or import) comply in all respects with the provisions of (i) the European Regulation (EC) n° 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals entered into force on June 1st 2007 (the "**REACH Regulation**"), including, if and when applicable, being submitted for registration to the European Chemicals Agency according to statutory registration deadlines and (ii) the European Regulation (EC) n°1272/2008, concerning the Classification, Labelling and Packaging entered into force on 20th January, 2009 (the "**CLP Regulation**").
- 5.3 The Supplier expressly undertakes to provide relevant information, and if relevant the REACH Regulation notification for imports from outside Europe, in accordance with REACH Regulation and CLP Regulation for any chemical substance, materials or products supplied under the Contract, including but not limited to information provided in the relevant safety data sheet or any similar material document enclosed in the Contract, unless otherwise agreed in writing by the Company

**End**