

## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES TO TCR (“GTC”)

### 1. INTERPRETATION

#### 1.1 Definitions:

**Acceptance:** acceptance of the Goods and/or Services in accordance with clause 5 of these GTC.

**Acceptance Period:** if agreed, it shall have the meaning given in the ST or in the Order.

**Affiliate:** any legal entity which, directly or indirectly, either Controls, is Controlled by, or is under common Control with the customer party that has executed the Agreement. If further specified in the ST, Affiliates shall be the entities mentioned as such in the ST.

**Agreement:** the contract between the Customer and the Supplier and/or the Order for the supply of Goods and/or Services, including the GTC, the ST and the Appendices attached to such contract or Order.

**Business Day:** Except if otherwise provided in the ST:

- If for the purpose of notices, any day other than Saturdays, Sundays or statutory holidays on which postal agencies are in operation in the state or country of the notified Party;

- If for other purposes than for notices, any day other than Saturdays and Sundays or statutory holidays in the state or country of the Place of Destination.

**Business Hours:**

If for the purpose of notices, 09.00 am to 04.00 pm on Business Days;

If for other purposes than for notices, 08.00 am to 04.00 pm on Business Days, except if otherwise provided in the ST.

**Control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and the expressions **Change of Control** and **Controlled** shall be construed accordingly.

**Customer or TCR:** the customer party stated on the Order or in the ST.

**Delivery Date:** the date or the dates set out in the Agreement, in the Order or in the ST, which, if further specified in the ST, is based on the lead times in the ST or an Appendix to the Agreement.

**Dispute:** any dispute, controversy or claim arising under, out of, or relating to this Agreement and any subsequent amendments of this Agreement, including with respect to its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual or statutory claims of any nature whatsoever, including warranty claims, tort claims or any other non-contractual or statutory claims.

**Effective Date:** has the meaning given in the ST.

**Goods:** the goods, products and/or spare parts as specified in the Order or in the Agreement. Goods shall include any accessories, keys, tools, documents and fittings supplied therewith or necessary for their operation or use and all registration books, certificates of conformity, certificates of origin, documents of title, manuals, technical information and ancillary documents relating thereto, including maintenance archives, other technical documentation and manufacturers warranties.

**GTC:** the terms and conditions set out in these General Terms and Conditions for the Supply of Goods and/or Services as amended from time to time in accordance with clause 17.4.

**Initial Term:** has the meaning given in the ST.

**Intellectual Property:** non-patented inventions, patents, trademarks, service marks, trade names, domain names, copyrights (including rights in software), moral rights, rights in designs, know how, database rights, topography rights, mask work rights, utility models and all other intellectual property rights and forms of protection of a similar nature, licences to such rights, in each case whether registered or pending registration, and rights to apply for any such rights.

**Monthly Schedule:** has the meaning that is given in the ST.

**Order:** the Customer's written purchase order or Statement of Work (SoW) to the Supplier for the supply of Goods and/or Services.

**Order Cancellation Period:** has the meaning given in the ST (if so agreed).

**Order Confirmation Period:** has the meaning given in the ST (if so agreed).

**Party:** the Customer -which may also be an Affiliate if such Affiliate has signed an Order or if an Order was signed for and on behalf of such Affiliate with the Supplier on the basis of a framework agreement or similar- or the Supplier or both (as it applies).

**Place of Destination:** the address or place as set out in the Order or in the ST.

**Renewal Period:** has the meaning given in the ST.

**Services:** the services and/or erection, installation or other works as well as the supply of materials, equipment, documents and Work Products in connection with such services and works, as set out in the Agreement.

**Specification:** any specification for the Goods and/or Work Products set out or referred to in the Order or in the ST.

**ST:** the special terms that the Parties may have agreed upon regarding the supply of Goods and/or Services.

**Supplier:** the person or legal entity from whom the Customer purchases the Goods or the Services.

**Term:** the Initial Term and the Renewal Period(s), if any.

**Volume Rebate:** has the meaning given in the ST.

**Warranty Claim:** any claim made in writing by TCR for breach of the warranties under the Agreement.

**Warranty Period:** the period of 24 months or the period as may be otherwise agreed in the ST, from Acceptance of the originally supplied Goods or Works Products or of repaired or replacement Goods or Works Products (as the case may be).

**Work Product:** all deliverables (including future deliverables) and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work product or intermediate versions thereof produced or acquired by Supplier, its personnel or its agents for the Customer in the performance of Services under the Agreement.

#### 1.2 Interpretation:

The definitions used in these GTC shall also apply to other written documents that constitute an integral part of the Agreement.

The headings in these GTC are inserted for convenience only and shall not affect the interpretation of these GTC.

Words denoting the singular number shall include the plural and vice versa; words denoting any gender include all genders; and words denoting persons shall include firms, corporations and vice versa.

A reference to writing or written includes emails.

The use in the Agreement of any of the words “include”, “includes” and including”, followed by one or more examples is intended to be illustrative and is not a limitation on the scope of the description or term for which the examples are provided.

## **2. GTC - AGREEMENT - ORDERS**

2.1 These GTC apply to the provision of Goods and/or Services by the Supplier to the Customer.

The Goods and/or Services that are subject of the Agreement are described in the ST or in the Order.

2.2 If and to the extent that no other terms have been agreed upon and stipulated between the Parties, the Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier on the basis of the GTC.

2.3 The GTC apply to any Order of Goods and/or Services and form an integral part of the Agreement. Supplier’s general terms of business (whether it be general conditions or any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing) are hereby expressly rejected and shall only apply if and insofar as TCR has explicitly accepted them in writing. Any references of TCR to correspondence from the Supplier containing or referring to the Supplier’s general terms of business shall not constitute TCR's acceptance of the applicability to this Agreement of such general terms of business.

2.4 In the event of any conflict or ambiguity between the GTC, the ST and the Order, the Order shall prevail over the ST, and the ST (including the appendices thereto) shall prevail over the GTC.

2.5 The GTC do not represent a commitment by the Customer to place an Order at the Supplier but rather establishes the terms and conditions that shall apply in the event such Orders are issued. All Orders shall be deemed to incorporate all the provisions of the Agreement.

2.6 All purchases under the Agreement are on a non-exclusive basis: the Customer shall remain free to purchase assets and/or services similar to the Goods and/or Services from other suppliers at all times during the Term of the Agreement.

2.7 The Order shall be deemed accepted by the Supplier on the earlier of:

(a) the Supplier issuing a written acceptance of the Order, as the case may be within the Order Confirmation Period (if such Order Confirmation Period is specified in the ST); or

(b) the Supplier doing any act consistent with fulfilling the Order, at which point the Agreement shall come into force; or

(c) at the last day of the Order Confirmation Period (if such Order Confirmation Period is specified in the ST) if the Supplier does not reject the Order within the Order Confirmation Period (if such Order Confirmation Period is specified in the ST).

2.8 The Customer is entitled to reschedule or cancel all or part of an Order without any compensation for Supplier if communicated in writing to Supplier within the Order Cancellation Period (if such Order Cancellation Period is specified in the ST). Such Order Cancellation Period (if such Order Cancellation Period is specified in the ST) is calculated as from the first day following the issue date of the Order. Any sums paid to Supplier as advance payment in respect of any such rescheduled or cancelled Order shall be forthwith returned to the Customer.

2.9 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with the GTC.

2.10 Should additional Goods, Services or spare parts be purchased by the Customer from the Supplier, the terms and conditions of this Agreement shall apply to all of such Goods, Services or spare parts unless expressly otherwise agreed upon between the Parties.

2.11 All documents and correspondence relating to an Order must state the Order reference number. Failing this, it will not be dealt with and Customer declines all responsibility for any consequences, which may result there from.

## **3. THE GOODS/THE SERVICES - WARRANTIES**

3.1 The Supplier represents and warrants that the Goods and/or the Work Products will:

(a) on delivery, comply in all respects with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and

(b) on delivery, be free from any and all liens, charges and encumbrances.

(c) on delivery and during the Warranty Period, meet in all respects their description and any applicable Specifications;

(d) on delivery and during the Warranty Period, be in all respects of highest quality standards, safe and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in

this respect the Customer relies on the Supplier's skill and judgement;

(e) on delivery and during the Warranty Period, be free from defects in design, material and workmanship;

3.2 The Supplier represents and warrants to the Customer that:

(a) at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement;

(b) it maintains the highest quality standards in its operations;

(c) the Goods and Services will be provided in a professional and workmanlike manner and with all reasonable skill and care expected of properly qualified and competent staff, experienced, trained and qualified in the provision of the Goods and/or Services as may be required;

(d) it will allocate sufficient resources to enable it to provide the Goods and/or Services strictly in accordance with the Agreement;

(e) it will observe, and ensure that all persons engaged in the provision of the Goods and/or Services observe, all health and safety rules and regulations and any other reasonable security requirements that apply at any of the premises of TCR or its customers;

(f) the Goods and Work Products do not and shall not, alone or in any combination, infringe or violate any third party's Intellectual Property rights;

(g) Supplier's premises are adequate and suitably equipped to provide the Goods and/or Services.

3.3 The Customer may inspect and test the Goods and/or Services at any time before delivery. Supplier shall provide all reasonable assistance thereto, including access to drawings and production data at no charge for the Customer. The Supplier shall remain fully responsible for the Goods and Services despite any such inspection or testing. Any such inspection or testing shall not release Supplier from its obligations under the Agreement nor shall it affect any right of Customer under the Agreement.

If following such inspection or testing the Customer considers that the Goods or Services do not conform or are unlikely to comply with the Supplier's undertakings at clauses 3.1 and 3.2, the Customer shall inform the Supplier in writing and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.4 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions referred to in clause 3.5 of the GTC.

3.5 If the Supplier fails to take remedial actions within 10 (ten) days of Customer's notice to Supplier to take remedial

actions as referred to under clause 3.3 of the GTC, the Customer shall be entitled to cancel forthwith the Order at no further cost or liabilities for doing so. Any sums that may have been paid to Supplier as advance payment in respect of the cancelled Order shall be returned forthwith to the Customer, without prejudice to Customer's other rights arising under the Agreement.

3.6 The Supplier acknowledges that, should the Customer elect to sell any of the Goods and/or Services purchased from the Supplier onwards to any third party, all representations and warranties still in existence in relation to such Goods and/or Services at the time of such sale shall automatically transfer to the benefit of the new owner of the Goods and/or Services.

3.7 Notwithstanding anything to the contrary in the Agreement, Supplier shall make available for sale to Customer all spare parts (including consumables) needed for the maintenance of the Goods for a minimum period of fifteen (15) years from the date of the delivery of said Goods.

3.8 If the Supplier decides to discontinue the manufacture of any Goods, Supplier shall give Customer at least twelve (12) months prior written notice. Supplier shall accept Orders from Customer during this 12-month period for delivery up to six (6) months after the expiry of such 12-month period.

3.9 Supplier shall promptly notify Customer in writing of any changes affecting the form, fit, function or main components of the Goods by at least six (6) months prior written notice. Supplier shall also promptly inform Customer in writing about any substitutes for the Goods and developments of the Goods.

3.10 This clause 3 shall survive termination of the Agreement.

#### **4. DELIVERY TERM - TRANSFER OF TITLE AND RISK**

4.1 Unless agreed otherwise, the delivery term of the Goods shall be DPU Place of Destination.

The applicable Incoterm shall be interpreted in accordance with the Incoterms 2020 rule book.

The transfer of title in the Goods shall take place at the same moment in time as the transfer of risk (in accordance with the applicable delivery term).

4.2 For Services and Work Products, title and risk shall pass to Customer upon Acceptance.

4.3 For Goods that need to be assembled at the Place of Destination or Goods that have marine protection or extensive packing, Supplier will send at its own cost an engineer for commissioning and removal of all transport protection.

## 5. TIME OF ESSENCE - DELIVERY AND ACCEPTANCE

5.1 Time is of the essence. All dates referred to in the Agreement shall be firm. The Supplier shall inform the Customer in writing, as quickly as possible, of any incident likely to give rise to delay in the Delivery Date. This information shall not release Supplier from its responsibility and the Customer has the right in such case to request from Supplier copies of sub-orders, without figures, relating to its Orders in order to check progress therewith.

5.2 The Supplier shall ensure and warrants that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach the Place of Destination in good condition;

(b) each delivery of the Goods is accompanied by a delivery note; and

(c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

(d) the Goods and/or Services will be supplied on the Delivery Date with all required delivery documentation as may be further specified in the ST.

5.3 If Parties have agreed on a Monthly Schedule in the ST, then Supplier shall provide to the Customer a monthly written report on the status of the Orders that are subject of the Agreement and the expected dates for delivery of the Goods and/or Services. This report shall be provided and updated during the first five Business Days of each calendar month.

5.4 The Services shall be delivered at the Place of Destination and during Business Hours.

5.5 If the place of delivery of the Goods (in accordance with the agreed delivery term) is the same as the Place of Destination, the Supplier shall deliver the Goods during Business Hours. If the place of the delivery of the Goods (in accordance with the agreed delivery term) is different from the Place of Destination, the Supplier shall deliver the goods during the normal daily opening hours applicable at such place of delivery.

5.6 The Supplier shall not deliver the Goods or Services in instalments without the Customer's prior written consent.

5.7 Upon arrival of the Goods at the Place of Destination or upon completion of the Services, the Customer shall proceed with the Acceptance of the Goods and/or Services in accordance with clause 5.8 and following.

5.8 Within one week after arrival of the Goods at the Place of Destination or supply of the Services; or within the Acceptance Period (if such is agreed within the ST), the Customer shall undertake a quantitative, qualitative, and

technical inspection of the Goods and/or Services in presence of a representative of Supplier at the Place of Destination. If Supplier is not represented at the time of inspection, Customer's inspection, opinion and remarks shall be deemed to be conclusive. The inspections can be performed by an Affiliate of the Customer or its representative.

5.9 Following the inspection provided under clause 5.8, an acceptance certificate will be drawn up by the Customer in duplicate and signed by Supplier (if present at inspection) and Customer (or its representative) whereby each Party will obtain its copy. In case of absence of the Supplier at inspection, the Customer will send the acceptance certificate to the Supplier.

5.10 Any items that do not meet the conditions of the Agreement, including the Specifications, will be listed in the acceptance certificate. Except where otherwise stated in the acceptance certificate all items mentioned shall be remedied by Supplier within 14 days from the date of the acceptance certificate.

5.11 Acceptance will only occur if the acceptance certificate does not contain any items or if all items mentioned have been entirely remedied within the period referred to in clause 5.10 and . Otherwise, the Goods and/or Services will be rejected, without Acceptance.

5.12 Without prejudice to Customer's rights arising from the Supplier's failure to supply the Goods and/or Services in conformity with its obligations under the Agreement or to meet the warranties under the Agreement, Acceptance will only be given and completed when the Goods and/or Services are found to be in conformity with the requirements set out in the Agreement and an acceptance certificate (in duplicate) signed by Supplier and Customer or its representative.

5.13 Acceptance of the Goods and/or Services does not release the Supplier from its liabilities and obligations or warranties provided under the Agreement and does not operate as a waiver by the Customer of any right, claim or remedy under this Agreement.

## 6. REMEDIES

6.1 If the Goods or Services (or instalments thereof if so agreed):

(i) are not delivered on the Delivery Date (or within a Grace Period to be added to the Delivery Date if such Grace Period is agreed in the ST), or

(ii) have failed Acceptance within 30 (thirty) days from the arrival of the Goods at the Place of Destination or the supply of the Services; or

(iii) do not comply with the undertakings set out in clause 3,

then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies:

(a) terminate the Agreement, subject to termination notice giving Supplier 14 (fourteen) days to remedy the breach(es);

(b) subject to giving the Supplier a notice of 14 (fourteen) days to remedy the breach(es), reject the Goods and/or the Services (in whole or in part) and return the Goods to the Supplier at the Supplier's own risk and expense, and require the Supplier to:

- either supply replacement at Supplier's cost; or
- fully refund the price of the rejected Goods and/or Services (if paid), resulting in termination of the Agreement;

(c) accept the Goods and/or Services with an equitable reduction in price which shall reflect the difference between the value of the Goods and/or the Services at the moment of delivery and the price set in the relevant Order or Agreement;

(d) require the Supplier to remedy any defect in the rejected Goods and/or Services (repair or replacement) at Supplier's cost;

(e) recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;

(f) claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement.

6.2 During the Warranty Period, the Supplier shall respond to the Customer within four (4) Business Hours as from receipt of the Warranty Claim; Supplier shall either approve the Warranty Claim (and related costs) or not; if Supplier approves the Warranty Claim or if Supplier does not respond to the Warranty Claim within the aforementioned timeframe (failing which Supplier is deemed to have approved the Warranty Claim and related costs), the Customer has the right to carry out the repairs at the cost and on the account of the Supplier; In case the Customer has estimated the workload for repairs to be more than four (4) hours, Supplier will provide a team of experts within a period of forty-eight (48) hours as from receipt of this Warranty Claim; otherwise the Customer is allowed to proceed with the repairs at Supplier's cost. If Supplier rejects the Warranty Claim within the aforementioned timeframe of four (4) Business Hours, the matter shall be resolved as provided for under the dispute resolution clause.

6.3 During the Warranty Period, the Customer has the right to charge Supplier for spare parts that the Customer may have in its stock; if spare parts are not available in Customer's stock, then Supplier shall ship the requested spare parts by courier at its cost and on its account within forty-eight hours as from Customer's request to provide such spare parts.

6.4 Unless otherwise agreed in writing between the Parties, the Supplier shall, not later than thirty (30) days after their rejection, organize and remove the Goods and/or Services

which shall be held at disposal of Supplier at Place of Destination.

6.5 If the Goods or Services are not delivered on the Delivery Date (or within a Grace Period to be added to the Delivery Date if such Grace Period is agreed in the ST) for reasons other than Force Majeure (see clause 14), the Supplier shall at its own expense arrange express delivery of the Goods and the Customer may claim actual damages caused as a result of delay in Delivery Date or apply liquidated damages if such has been agreed upon under the ST.

6.6 The remedies under clause 6.1 shall apply to any repaired or replacement Goods or Services supplied by the Supplier.

6.7 The Customer's rights and remedies under the GTC are in addition to its rights and remedies implied by statute and common law.

6.8 The Customer reserves the right, in the event of delay of more than twenty-eight (28) calendar days after Delivery Date (or after the Grace Period to be added to the Delivery Date if such Grace Period is agreed in the ST) in respect of all or any part of a delivery of Goods, to arrange for the dispatch of the Goods by the fastest transportation means and to deduct the ensuing additional costs from the amount of any invoices due to Supplier. This right shall be exercised by the Customer at Supplier's risk without prejudice to any compensation for loss or damage incurred or suffered above the liquidated damages threshold as may have been agreed upon on the basis of clause 6.5.

## 7. PRICE

7.1 The price for the supply of the Goods and the Services shall be the price set out in the Order or in the ST.

7.2 The price for the supply of the Goods and/or the Services:

(a) is fixed and includes the cost of all necessary material, equipment, tools and documents, all cost of handling, transport, utilities, duties, taxes (V.A.T. excluded), insurances, permits, premiums, supervision, compliance with environmental, health and safety provisions, labour, reproduction, communication, delivery and all other items or components whether of a temporary or permanent nature required to deliver the Goods or Services in accordance with the Agreement, as well as all fees, expenses, charges, overhead and profit;

(b) shall distinguish between the price of the Goods and the costs for transport and packaging;

except if the applicable delivery term (Incoterm in accordance with clause 4 of the GTC) would explicitly exclude such costs.

7.3 The Price(s) shall not change during the Term of the Agreement, except if otherwise agreed by the Parties in the ST.

7.4 If a Volume Rebate is agreed in the ST, Supplier shall issue within fifteen (15) days at the end of each calendar year a credit note to Customer applying the Volume Rebate. The value of said credit note shall be paid by Supplier within fifteen (15) days of the date of said credit note.

7.5 If during the Term of the Agreement Supplier grants an additional discount to an Affiliate then this discount will henceforth apply to the Customer and the Affiliates.

## 8. PAYMENT

8.1 Unless otherwise agreed, invoices shall be issued upon Acceptance and only for the full Order. Only where it is agreed that the Goods or Services are to be delivered by instalments, invoices may be issued per instalment subject to Acceptance of such instalment.

8.2 The Supplier shall ensure that the invoice includes:

- the due date for payment in accordance with clause 8.4;
- price and currency;
- description of the Goods and/or the Services;
- the date of the Order;
- the Order and/or the Agreement number;
- the invoice number;
- the Customer's order number;
- the Supplier's VAT registration number;
- the delivery note;
- a copy of the Acceptance note (if any);
- SWIFT and IBAN code;
- and any supporting documents that the Customer may reasonably require.

8.3 The invoice shall distinguish between the price of the Goods and the costs for transport -if included in the price- and packaging.

8.4 The currency of the invoice shall be that of the pricelist in the Agreement or as stated otherwise in the Order.

8.5 Unless otherwise stated in the Order or in the ST, the Customer shall pay correctly issued invoices within 60 days of receipt of the invoice.

8.6 If a Party fails to make any payment due to the other Party under the Agreement within 7 days after the due date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of 3% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting Party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting Party disputes in good faith.

8.7 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any undisputed sums due by the Customer to the Supplier.

8.8 No payment is due by TCR to the Supplier for as long as the Supplier has not remedied its breach(es) of (any part of) the Agreement.

8.9 Payments shall be done by bank transfer to Supplier's bank account as nominated in writing by Supplier or as specified in the ST. Any further change of bank account number will need to be notified to Customer by registered letter and signed by two authorized representatives of the Supplier. Such change notification must be accompanied by a document issued by the financial institution connecting the firm and the new bank account.

8.10 Any payment or concession made by Customer to Supplier or other act or omission of the Customer shall not affect its rights to liquidated damages (if so provided) and not be deemed to be a waiver of its rights to recover any damages unless such waiver has been expressly made in writing by the Customer.

## 9. LIMITATION OF LIABILITY

9.1 Neither Party shall exclude or limit its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.

9.2 Subject to clauses 9.1 and 10.1 of the GTC, IN NO EVENT SHALL THE CUSTOMER BE LIABLE UNDER ANY THEORY OF LIABILITY, FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUES, LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, LOSS OF DATA.

9.3 This clause 9 shall survive termination of the Agreement.

## 10. INDEMNIFICATION

10.1 The Supplier shall indemnify and hold harmless the Customer and its Affiliates from and against all suits, actions, legal or administrative proceedings, claims, liabilities, costs, expenses, damages and losses of whatsoever kind of nature (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis), in any manner caused or claimed to be caused by the acts or omissions, faults or breach of any provisions under this Agreement or of anyone acting under its direction or control or on its behalf, in connection with the supply of the Goods or the performance of the Services, such as but not limited to:

(a) any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property rights;

(b) any claim against the Customer by a third party for death, personal injury or damage to property.

10.2 This clause 10 shall survive termination of the Agreement.

## 11. INSURANCE

11.1 During the Term of the Agreement and for a minimum period of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. Parties may agree in the ST on more specific details on insurance coverage requirements.

11.2 The Supplier shall be responsible for the payment of all excesses and deductibles, applicable under the insurance policies.

11.3 All the insurance policies arranged by the Supplier must contain a waiver of subrogation rights against the Customer and its Affiliates.

11.4 If Supplier fails to effect and keep in force the insurance referred to in this clause 11, then the Customer may upon prior written notice to Supplier effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and recover the cost from Supplier whether by way of deduction or otherwise.

11.5 This clause 11 shall survive termination of the Agreement.

## 12. COMPLIANCE WITH RELEVANT LAWS AND POLICIES – SUPPLIER CODE OF CONDUCT – SUSTAINABILITY - BUSINESS PRACTICES – SAFETY – SUB-CONTRACTORS

12.1 In performing its obligations under the Agreement, the Supplier shall comply with all applicable laws, statutes, regulations and standards from time to time in force.

12.2 The Supplier acknowledges and adheres to the environmental, social and governance principles and values set out in TCR's Supplier Code of Conduct as available on [www.tcr-group.com](http://www.tcr-group.com).

12.3 The Supplier will not use child labor or forced labor on its sites and shall apply the principles with respect to the protection of international human rights.

12.4 The Supplier warrants that it has not offered any form of bribe, inducement or other incentive to TCR in return for entering into this Agreement or for the provision of any other goods or services.

12.5 The Supplier shall comply with all applicable laws and regulations relating to anti-bribery, anti-money laundering and anti-corruption including such applicable laws and regulations in the jurisdiction in which the Supplier has its registered office and/or business address and the jurisdiction in which this Agreement will be executed (if different).

12.6 The Supplier shall not (and will take all reasonable steps to ensure that its personnel, agents, representatives or subcontractors or any other person acting on its behalf shall not) accept, solicit, agree to receive, promise, offer or give a bribe, facilitation payment, kickback or other improper payment.

12.7 The Supplier procures that its suppliers or subcontractors perform in strict compliance with this clause 12 and that it will provide for similar clauses in its agreements with suppliers and subcontractors.

12.8 The Supplier shall notify the Customer immediately upon becoming aware of any actual or potential breach of the provisions of this clause 12.

12.9 If the Supplier admits to breaching, or is found to have breached or to have attempted to breach the provisions under this clause 12, the Customer is entitled to forthwith terminate the Agreement by written notice.

12.10 This clause 12 shall survive termination of the Agreement

## 13. TERM AND TERMINATION

**Term.** Unless Parties have agreed on the Term of the Agreement in the ST (Initial Term, Renewal Period, Agreement Notice Period), this Agreement shall become effective upon acceptance of the Order in accordance with this Agreement and expire, unless terminated earlier in accordance with this clause 13, upon Acceptance of the Goods and/or Services in accordance with this Agreement.

If Parties have agreed on the Term of the Agreement in the ST (Initial Term, Renewal Period, Agreement Notice Period), and unless terminated earlier in accordance with this clause 13, the Agreement will be in force as from the Effective Date and, subject to written notice of not less than the Agreement Notice Period, terminate upon expiry of the Initial Term. If neither Party has provided a notice of not less than the Agreement Notice Period before the expiry of the Initial Term, the Agreement shall automatically continue for Renewal Periods unless either Party notifies the other Party not less than the Agreement Notice Period before the end of the then applicable Renewal Period.

**Rights and Remedies.** Termination or expiry of the Agreement, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination and clauses that expressly or by implication survive termination of the Agreement shall continue in full force and effect.

**Termination for breach and other reasons.** Either Party may with immediate effect terminate this Agreement with respect either to (i) its entirety or (ii) a specific Order (if it applies), by giving written notice to the other Party if:

(a) that other Party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of being notified in writing to do so;

(b) that other Party commits more than one breach of this Agreement, the cumulative effect being sufficient to justify the reasonable inference that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

(c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or

(e) there is a Change of Control of the Supplier which, in the reasonable opinion of the Customer, will either result in Supplier being Controlled by a direct competitor of the Supplier or have a material adverse effect on the ability of the Supplier to perform its obligations under the Agreement.

**Termination for Insolvency.** Either Party shall have the right to terminate this Agreement in its entirety, by and effective immediately, upon written notice to the other Party, if, at any time, (a) the other Party or its parent company shall file in any court or agency pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of the Party or of its assets, (b) if the other Party or its parent company shall be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed or stayed within ninety (90) days after the filing thereof, (c) if the other Party or its parent company shall make a general assignment for the benefit of creditors, (d) the other Party or its parent company has passed a resolution for its winding up, (e) the other Party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors, (f) if an order is made for the appointment of an administrator to manage the other Party's affairs, business and property, (g) if an administrator is appointed, or a receiver is appointed of any of the other Party's assets or undertaking, (h) the other Party is subject to an event analogous to (a) to (g).

#### 14. FORCE MAJEURE

Neither Party shall be liable to the other for any delay or non-performance of its obligations under the Agreement in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. Force Majeure shall mean any event beyond the reasonable control of either Party, the

occurrence of which could not have been reasonably foreseen at the date of signing of the Agreement, including war (whether declared or not), natural disasters, fire and explosions, earthquake, flood, volcanic eruption, other natural disaster and any other similar event.

If a Party is prevented from fulfilling its obligations duly and timely by an event of Force Majeure (FM Affected Party), it shall promptly notify the other Party of the nature and extent of the circumstances in question with supporting evidence.

If the event of Force Majeure continues or is expected to continue for a period exceeding 60 (sixty) days (or for another period provided for in the ST – Force Majeure Period), and no adequate remedial solution can be agreed between the Parties, the Party that is not the FM Affected Party is entitled to terminate the Agreement or the Order or part of the Order with immediate effect.

#### 15. AUDIT OR INSPECTION RIGHTS

15.1 The Customer (or a third party auditor appointed by the Customer) is entitled to audit or inspect:

(a) the quality and performance of the Supplier; or

(b) if the supply of Goods and/or Services by the Supplier is in line with the obligations in this Agreement, including Supplier's obligations embedded in clause 12 of the GTC;

at Supplier's, or its sub-contractors, premises or remotely, at any time from the signing of the Agreement till twelve (12) months after its termination, by its own personnel or by an independent auditor, within Business Hours, upon at least seven (7) days-notice.

15.2 Supplier shall give all reasonable assistance in the performance of such audits which shall include the provision of access to records and documents as may be required or requested by the Customer (or its auditor) from time to time or a copy of such records and assistance by Supplier's staff in locating or explaining any documents or records.

15.3 The Customer shall notify the Supplier in writing of any irregularities that an audit reveals relating to the performance of this Agreement. Without prejudice to the Customer's other rights in respect of such irregularities, the Supplier shall execute all appropriate remedial actions as shall be reasonably required by the Customer at no additional cost to the Customer.

15.4 If the audit identifies that the Customer has overpaid any Goods and/or Services, the Supplier shall pay to the Customer the amount overpaid within ten (10) days from the date of receipt of notice to do so or, if required by the Customer, credit such overpayment against outstanding or future invoices.

#### 16. DATA PROTECTION



Any data exchanged between the Parties by which an individual is identified or is identifiable are deemed “**Personal Data**”.

The Supplier shall at all times comply with applicable legislation on the protection of Personal Data and refrain from processing Personal Data that conflicts with such legislation.

**Personal Data provided by Supplier.** Any Personal Data provided by the Supplier to the Customer will be processed by TCR in accordance with TCR’s Group Global Privacy notice as available on [www.tcr-group.com](http://www.tcr-group.com) and any local privacy notices that may be or have been provided by the Customer.

The data subject (i.e. the individual whose Personal Data is being processed by TCR) is not obliged to provide any Personal Data. However, TCR will require certain Personal Data in order to be able to perform the Agreement with the Supplier and/or take certain steps prior to entering into a contract (including any amendment to the Agreement) with the Supplier.

The Personal Data provided by the Supplier may be shared with and between Affiliates on a ‘need to know’ basis (e.g. marketing, sales, etc.). In addition, TCR may disclose Personal data provided by the Supplier to its (sub)contractors, suppliers and service providers (e.g. marketing agencies, IT service providers).

The Personal Data provided by the Supplier may be disclosed or transferred to other entities within the TCR group, located both within and outside of the European Economic Area (EEA). In order to ensure adequate protection of the Personal Data when transferred to TCR entities located outside the EEA in countries not offering adequate protection of Personal Data, TCR group has put in place appropriate contractual measures based upon the Standard Contractual Clauses approved by the EU Commission.

The Supplier undertakes (i) to inform the data subjects of whom it has provided Personal Data to TCR about the contents of this clause and any other applicable TCR privacy notice provided to the Supplier and (ii) to the extent necessary, to obtain the data subject’s consent to share their Personal Data with TCR in accordance with this clause and other applicable TCR privacy notices.

**Personal Data processed on behalf Customer.** If the performance of the Agreement involves processing by Supplier of any Personal Data on behalf of the Customer or an Affiliate, then the following shall apply:

- the Customer and its Affiliates shall be deemed the *controller* of personal data and Supplier shall be deemed the *processor* of personal data;
- Supplier will sign a data processing agreement with the Customer;

- Supplier shall comply with Customer’s instructions from time to time, unless such instructions would conflict with applicable legislation on the protection of Personal Data;
- Supplier will alert the Customer of potential risks that Supplier is aware of with processing or using Personal Data in the way instructed by the Customer.
- Supplier shall implement appropriate technical and organizational security measures for the processing of Personal Data under the Agreement. Such measures will be no less stringent than those applied by Supplier to protect any other Personal Data controlled or processed by Supplier, and shall be subject to an appropriate level of security having regard to the technical possibilities available, the implementation cost for such measures, the specific risks connected with the processing of the data in question, and the sensitivity level of the data in question. Upon Customer’s request at any time, Supplier shall amend such measures in order to ensure Customer’s or Supplier’s compliance with applicable legislation on the protection of Personal Data;
- In the event Supplier receives a request for information from any data protection authorities or any other third party with regard to Personal Data controlled by the Customer, such request shall immediately be forwarded to the Customer;
- No subcontractor engaged or used under the Agreement may process any Personal Data of which the Customer or its Affiliates are the controller, unless the subcontractor has agreed in writing to comply with the obligations set forth in this clause 16.

## 17. MISCELLANEOUS

### 17.1 Assignment and other dealings.

- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Agreement.
- (b) The Supplier 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 Agreement without the prior written consent of the Customer.

**17.2 Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Agreement without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

**17.3 Entire agreement.** The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**17.4 Variation - Amendment.** No variation nor amendment of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

**17.5 Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

**17.6 Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable:

(a) it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement; and

(b) the Parties shall negotiate in good faith to amend such modified or deleted provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**17.7 External information.** Supplier shall not make any public announcement in relation to this Agreement in any medium whatsoever without prior written consent of the Customer.

**17.8 Third party rights.** No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.

**17.9 Confidentiality.** Each Party shall not and shall procure that its employees, consultants, agents directors and officers shall not disclose at any time (whether before or after the date on which this Agreement shall be terminated) to any person, firm or company any information of a confidential nature relating to the others business and each party shall not and shall use all reasonable endeavours to procure that its employees, consultants, agents directors and officers shall not use for their own purposes nor for any purposes other than those intended by this Agreement any such confidential information of the other of them provided that each party may disclose confidential information which it is required to disclose by law or any order of the court or any relevant regulatory body.

Supplier must not use any confidential information, including technical information, drawings, know-how, trade secrets and other intellectual property rights, market opportunities, strategies, operations, processes, conclusions based upon an

examination of any material and information, that is disclosed, directly or indirectly, by the Customer or an Affiliate to Supplier (including its employees, consultants, agents, directors and officers, or sub-contractors) for any purpose other than for the provision of Goods and/or Services to the Customer, unless prior written approval from the Customer to do otherwise.

**17.10 External Information.** Other than as required by law or with Customer's consent, the Supplier shall not use or permit to use the TCR name, logo, trade mark or any other material which is or may be associated with TCR in any promotional material prepared by or for the Supplier, including advertising, articles, press releases or other communications.

**17.11 Notices.** Any notice given to a Party under or in connection with this Agreement shall be in writing to the Notice Recipient specified in the ST (except if provided otherwise in these GTC), and shall be delivered by hand, by e-mail with receipt, or sent by pre-paid post, or by courier and, if delivered by hand or courier, shall conclusively be deemed to have been given or served at the time of delivery (if by hand), at the start of the next Business Day (if by e-mail), at the start of the third Business Days from the time of posting (if by pre-paid post) or at the time recorded by the delivery service (if by courier). If deemed receipt under the precedent sentence would occur outside Business Hours in the place of receipt, it shall be deferred until Business Hours resumes.

**17.12 Governing law.** This Agreement and any Disputes shall be governed by, and construed in accordance with the laws of the place of jurisdiction in which the Customer has its registered office, as applicable, except if agreed otherwise in writing by the Parties. The applicability of the UN Convention on Agreements for the International Sale of Goods 1980 (CISG) is excluded.

**17.13 Dispute Resolution.** Any Dispute which cannot be settled by mutual agreement without undue delay, shall, except if provided otherwise in writing between the Parties, be exclusively settled by the courts of the jurisdiction in which the Customer has its registered office.

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