

## 1. Applicability; Acceptance.

- 1.1 These Greene, Tweed & Co., Japan Purchase Terms and Conditions (these “Terms”) shall be applicable to each electronic or written purchase order (each a “Purchase Order”), issued by **Greene, Tweed & Co., Japan** or one of its affiliate companies (each, a “Buyer”) to the party to whom the Purchase Order is addressed (“Seller”). Such Purchase Order is Buyer’s offer to purchase the goods (the “Goods”) identified in the Purchase Order. The Purchase Order, together with these Terms (collectively, the “Agreement”) comprise the entire agreement between Buyer and Seller, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These terms will prevail over any of the Seller’s general terms and conditions, quotation, proposal or other offer submitted by Seller, regardless of whether or when Seller has submitted its sales confirmation or any such terms, quotation, proposal or offer (“Seller Terms”). This Agreement expressly limits Seller’s acceptance to the terms and conditions of this Agreement. Fulfillment or other performance under a Purchase Order constitutes acceptance of these Terms. Neither Buyer’s failure otherwise to object to any Seller Terms, nor the acceptance or use of Goods hereunder, nor any other act or omission by Buyer, shall be deemed an acceptance of any additional or different terms or conditions from those contained herein. Any proposal by Seller, or attempt by Seller to vary in any degree any of the terms or conditions of these Terms, shall not operate as a rejection of the Purchase Order unless such variances are in the terms of the description, quantity, price or delivery schedule of the Goods that are set forth in the Purchase Order, but shall be deemed a material alteration hereof, and the Purchase Order and these Terms shall be deemed accepted by the Seller without said additional or different terms.
- 1.2 If Seller has not otherwise accepted the Purchase Order, Seller, by commencing work, or notifying Buyer of its commencement of work or by shipping any Goods, shall be deemed to have accepted all the terms and conditions contained herein and no other terms or conditions. This Agreement is not binding on Buyer until Seller notified Buyer in writing that Seller accepts the Purchase Order. Buyer may withdraw the Purchase Order at any time before it is accepted by Seller.
- 1.3 These Terms apply to any repaired or replacement Goods provided by Seller hereunder.
- 1.4 Buyer is not obligated to any minimum purchase or future purchase obligations under this Agreement.

## 2. Price.

- 2.1 All prices stated by Buyer on or with the Purchase Order shall (a) constitute the entire consideration to Seller for all Goods sold to Buyer pursuant to such Purchase Order and all parts to and instructions for the assembly, use and care of such Goods, services, labour, boxing, crating, packaging, shipping and handling, transportation costs to the delivery location set forth on the Purchase Order (the “Delivery Location”), insurance, freight, duty drawback rights transferable from Seller to Buyer and warranties; and (b) be deemed to include all applicable local and international, taxes and customs duties, the amount of which taxes and duties shall be itemized separately on Seller’s invoice. If no price is stated in the Purchase Order, the Price shall be the price set out in Seller’s published price list in force as of the Purchase Order date. No increase in the Price is effective, whether due to increased material, labour, or transportation costs or otherwise, without the prior written consent of Buyer.
- 2.2 Any reduction in applicable freight rates, custom duties and taxes from those in force on the date of the Purchase Order, whether separately stated or not, shall be paid to Buyer or credited against the price of the Goods. Buyer’s payment or promise of payment for Goods shall not constitute acceptance thereof. Seller shall inform Buyer of the existence of any duty drawback rights transferable from Seller to Buyer and upon request, supply such documents as may be necessary for Buyer to acquire such rights. Seller shall credit against the price of the Goods or reimburse Buyer for any custom duties owed or paid by Buyer, for which drawback rights exist and which are not validly and promptly transferred by Seller to Buyer.
- 2.3 Seller represents and warrants that the price for the Goods is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. If (i) Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Agreement, or (ii) the prevailing market price per unit for like Goods offered in similar or lesser quantities is lower than that offered to Buyer, then Seller must apply the lower price to all Goods under this Agreement, effective as of the earliest date on which such lower price was offered by Seller or became available in the market. If Seller fails to meet the lower price, Buyer, at its option, may terminate any Purchase Order or this Agreement without liability.
- 2.4 Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Agreement. Unless different payment terms are specified in the Purchase Order, the payment terms for all Goods supplied by Seller to Buyer shall be ninety (90) days from receipt of the invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than five (5) business days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 2.4. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Purchase Order notwithstanding any such dispute. Buyer shall pay interest on any sum due under this Agreement, calculated as follows: (a) rate, 4% a year above the Bank of



England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and (b) period, from when the overdue sum became due, until it is paid.

**3. Packaging and Shipping; Delivery.**

- 3.1 Seller shall deliver the Goods in the quantities and on the date(s) specified in a Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If no delivery date is specified, Seller shall deliver the Goods within thirty (30) days of Seller's receipt of the Purchase Order. Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.
- 3.2 Seller shall be responsible for all costs to handle, package, store and transport the Goods to the Delivery Location during Buyer's normal business hours or as otherwise directed by Buyer. Delivery shall be made in accordance with the Incoterms Rules on the face of the Purchase Order, or if no delivery terms are specified, Goods shall be delivered DAP to the Delivery Location in accordance with Incoterms 2020.
- 3.3 Buyer's purchase order number and Seller's VAT number must appear on all invoices, correspondence, packages and bills of lading. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller shall comply, in all respects, with Buyer's instructions and requirements, as amended or updated from time to time and as incorporated in the Agreement by reference, including delivery, logistics, packaging, labeling and hazardous materials instructions and requirements. For any cross-border transactions, Seller shall be the Importer and/or Exporter of Record for Goods.
- 3.4 Prior to and with the shipment of the Goods purchased hereunder, Seller shall furnish to Buyer sufficient warning and notice in writing (including appropriate labels on Goods, containers and packing) of any Hazardous Material which is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise Buyer and Buyer's carriers of how to exercise the measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing shipped to Buyer. For purposes of these Terms, "Hazardous Materials" are, or contain dangerous items, chemicals, contaminants, substances, pollutants, or any materials that are defined as hazardous or prohibited by relevant local, state, national, or international law, regulations and standards. Upon request by Buyer, Seller shall promptly furnish to Buyer, current material safety data sheets for the Goods purchased hereunder.

**4. No Substitutions; Inspection and Rejection of Nonconforming Goods.**

- 4.1 Without the prior express written approval of Buyer, Seller may not supply to Buyer Goods that are alternatives to, substitutions for or like the Goods that Buyer has ordered pursuant to a Purchase Order.
- 4.2 Buyer has the right to inspect the Goods delivered and no inspection or failure to inspect will reduce or alter Seller's obligations under the Agreement. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming, defective, or substitute or alternative Goods. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation and insurance costs for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate the Agreement for cause pursuant to Section 6. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. Payment for nonconforming Goods will not constitute an acceptance of them, or limit or impair Buyer's right to assert any legal or equitable remedy. Buyer's count shall be conclusive on all shipments not accompanied by a packing slip. Excess Goods may be returned by Buyer at Seller's expense.

**5. Title and Risk of Loss.**

Notwithstanding any Incoterm 2020 to the contrary, Seller shall bear all risk of loss or damage until delivery to the Delivery Location and acceptance by Buyer. All Goods may, at Seller's cost, be inspected by Buyer at any time or place, and such inspection shall not waive, diminish or otherwise affect any of Seller's express or implied warranties and shall not constitute acceptance of any articles. Buyer shall be deemed to have accepted Goods only after a reasonable time for discovery of defects, even if Buyer has previously inspected Goods.

**6. Term and Termination.**

- 6.1 The Agreement shall be in full force and effect from the date of acceptance (as set forth in Section 1) for such period of time
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set forth on the most recent Purchase Order. In the event no effective term is set forth on the Purchase Order, the effective term of the Agreement shall be for the life of the program for which such Goods are applied, unless otherwise terminated per these Terms.

6.2 Buyer may terminate any Purchase Order, in whole or in part, at any time with or without cause for undelivered Goods on five (5) business days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Buyer may terminate any Purchase Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If (i) a direct or indirect change in control or ownership of the Seller occurs without Buyer's prior written consent, or (ii) the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate any Purchase Order immediately upon written notice to Seller. If Buyer terminates a Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination. Buyer shall not be liable for any direct, indirect, special, incidental, punitive or consequential damages or payment resulting from its cancellation of all or any part of any Purchase Order.

6.3 Upon Seller's receipt of a notice of termination of a Purchase Order, Seller shall promptly (i) stop work as directed by the notice (ii) place no further subcontract/orders related to the terminated portion of the Purchase Order, (iii) terminate, or if requested by Buyer, assign all subcontracts/orders to the extent they relate to work terminated; (iv) deliver all completed work and work in process; and (v) provide any further supplier transition support reasonably requested by Buyer.

## **7. Audit/Quality Control.**

Buyer may, at its discretion, conduct audits of Seller and Seller's suppliers' ("Suppliers") performance under the terms of the Agreement and all of Seller's contracts with Suppliers ("Supplier Contracts"). Seller shall include in its Supplier Contracts provisions to allow Buyer to determine and verify the quality of work performed and material supplied at any place, including, but not limited to, the plants of Seller and all Suppliers, and at all production stages, of materials intended for incorporation into Buyer's products. Such audits by Buyer will be performed with the knowledge of and jointly with Seller or Supplier (as applicable). Seller shall (and shall cause each Supplier to) permit Buyer, its customers, government personnel, and any designated representatives of any of the foregoing (collectively, the "Inspecting Persons"), to arrange visits to Seller's offices, manufacturing facilities and warehouses, and shall arrange for such Inspecting Persons to visit the offices, manufacturing facilities, and warehouses of Seller's Suppliers, to conduct audits with respect to (i) the products and materials being purchased under any Purchase Order and all Supplier Contracts, and (ii) a review of delivery, quality programs, and stock levels of both dedicated and standard inventory items. Seller shall (i) make all products covered by any Purchase Order with batch and lot numbers, and (ii) cause each Supplier to make all products supplied to Seller with batch and lot numbers, so that all such products may be traced and identified in the event of quality problems.

## **8. Control of Records.**

Records shall consist of all books, written and/or electronic records, and other documentation relating to work done and products, materials or services supplied in connection with any Purchase Order. Seller shall make, and arrange to have all Suppliers make, all such books, records, and documentation available for examination and copying by Buyer and/or Buyer's authorized representatives. Record control related to Buyer's Purchase Orders and the Goods shall be in accordance with Seller's standard procedure for control of records, such procedure to meet, at a minimum, the requirements of ISO 9001 and/or AS9100. Records shall remain legible, readily identifiable and retrievable within seventy-two (72) hours of Buyer's request to Seller. Records with respect to any Purchase Order shall be retained and remain available for review for a period of ten (10) years after the earlier of the delivery of Goods pursuant to such Purchase Order or termination of such Purchase Order.

## **9. Warranties.**

9.1 Seller warrants to Buyer that from the Delivery Date through the end of the period for which Buyer's customer warrants the Goods to end users (the "Warranty Period"), to Buyer all Goods will (i) be merchantable, (ii) be free from any defects in workmanship, material and design, (iii) be new and the best of their respective kinds (unless otherwise specified) and of the highest quality, workmanship and material, (iv) be fit for their intended purpose and operate as intended, (v) be free and clear of all liens, security interests or other encumbrances; (vi) not infringe or misappropriate any third party's patent or other intellectual property rights; (vii) be adequately contained, packaged, and labeled, and conform to the promises and affirmations of fact made on the container and label, if any, (viii) conform exactly to (x) samples, models, drawings and specifications which Buyer has provided to Seller and (y) samples, models, drawings and specifications which Seller has provided to Buyer and which Buyer has approved. Seller hereby provides any and all express and implied warranties that may arise from course of dealing or usage of trade. In addition, any and all express and implied warranties provided to Buyer hereunder extend to any person who may reasonably be expected to use, consume, or be affected by the Goods.

9.2 Buyer in no way guarantees any quantities to Seller, has no responsibility for inventories maintained by Seller and is not liable

for any losses or costs resulting from obsolescence or restocking of unused or returned Goods.

9.3 The rights and remedies set out in the Agreement are in addition to the rights and remedies available to Buyer in respect of the statutory conditions relating to description, quality, fitness for purpose implied into these Terms by statute.

#### **10. Indemnification and Insurance.**

10.1 Seller shall indemnify, defend and hold harmless Buyer and Buyer's parent company and their subsidiaries, affiliates, successors or assigns and their respective officers, directors, owners, employees and agents and Buyer's customers (collectively, "Indemnitees") from and against any and all claims, suits and actions (whether or not groundless), damages (including all direct, indirect, special, incidental and consequential damages), costs, liabilities, expenses and losses, including, without limitation, all fees and expenses of lawyers and other professionals, court costs, all other costs of investigation and litigation and reasonable lost profits, (collectively, referred to as "Losses") arising out of, resulting directly or indirectly from or occurring in connection with the Goods purchased from Seller or Seller's negligence, willful misconduct, breach or default of the Agreement (including without limitation Losses due to death or injuries to persons and/or property damage resulting directly or indirectly, from the acts or omissions of Seller, its employees, agents or contractors in the performance of any Purchase Order, whether or not negligent or amounting to a breach hereof). Seller shall indemnify, defend and hold harmless Buyer and any Indemnatee against any and all Losses arising out of, resulting directly or indirectly from, or in connection with any claim that use of possession of the Goods infringes, dilutes or misappropriates the patent, copywrite, trade secret or other intellectual property right of any third party. For the avoidance of doubt, each of the following shall be a default of this Agreement subject to indemnification by Seller: (a) Seller fails to make delivery of the exact quantity of Goods at the Delivery Location on the Delivery Date; or (b) Seller breaches or fails to perform (whether material or not) any of the warranties or other terms or conditions of the Agreement.

10.2 In the event of any third-party claim subject to indemnification hereunder (a "Claim"), Buyer may, at its sole option (i) tender such Claim to Seller to defend using lawyers and other professionals acceptable to Buyer in its discretion, or (ii) defend such Claim by counsel of Buyer's choosing and Seller shall reimburse Buyer for all reasonable costs of such defense, and in either case Seller shall indemnify and hold Buyer harmless from and against all Losses arising out of or relating to such Claim. If Buyer tenders the defense of a Claim to Seller and Seller accepts such defense, then Seller shall be conclusively deemed to have agreed that such Claim is subject to indemnification hereunder and that Seller has no claim or counterclaim against Buyer, all of which shall be deemed to have been waived. If Seller assumes the defense of a Claim and thereafter fails to vigorously defend such Claim, Buyer shall have the right at its option to assume the defense of such Claim and Seller shall remain obligated to indemnify Buyer hereunder. If Seller assumes the defense of a Claim, it will not settle or compromise such Claim without the prior written consent of Buyer.

10.3 Unless expressly waived in writing by Buyer, Seller shall maintain the following policies throughout the effective term of the Agreement, and name Buyer as an additional insured: (i) comprehensive General Liability insurance covering bodily injury, property damage, contractual liability, products liability and completed operations in an amount of no less than five-million GBP (£5,000,000.00); (ii) all risk property perils insurance covering the full replacement value of Buyer Property while in Seller's care, custody or control and naming Buyer as loss payee; (iii) Employer's Liability Insurance in the amount of no less than one-million GBP (£1,000,000.00) for each accident, injury or disease; (v) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Contract in the amount of no less than one-million GBP (£1,000,000.00) combined single limit each occurrence, (vi) Errors and Omissions/Cyber Liability Insurance each in an amount of no less than five-million GBP (£5,000,000.00); and (vii) Product Recall Insurance in an amount of no less than five million GBP (£5,000,000.00). Seller's purchase of appropriate insurance coverage or the furnishing of certificates shall not release Seller of its obligations or liabilities under the Agreement. If requested, Seller shall send a "Certificate of Insurance" evidencing Seller's compliance with these requirements. Insurance maintained pursuant to this Section shall not be considered primary with respect to the interest of Buyer and is not contributory with any insurance which Buyer may carry. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or on Seller's behalf shall have no claim, right of action or right of subrogation against Buyer and its customers based on any loss or liability insured against under the foregoing insurance. The amount of insurance required by Buyer, and maintained by Seller, shall not constitute a limitation of liability. The above-referenced insurance limits can be met via each policy or via a combination of these policies and an excess/umbrella liability insurance. Seller must maintain continuity of coverage for three (3) years following termination, expiration and/or completion of the effective term of the Agreement.

#### **11. Force Majeure; Labour Strikes.**

11.1 Seller will, at Seller's expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of Goods to Buyer for not less than 30 days during any foreseeable or anticipated labour disruption and/or the expiration of any of Seller's labour contracts. This Section shall not constitute a waiver of and is without prejudice to, any and all of Buyer's other rights and remedies under the Agreement or applicable law, each of which are hereby reserved.

11.2 The parties shall not be responsible for any failure to perform (including, without limitation, Buyer's acceptance of Goods) under the Agreement due to causes beyond their control (each, a "Force Majeure Event"). Force Majeure Events shall include



but not be restricted to storms, floods, earthquakes, acts of God, pandemics and epidemics, acts of civil or military authority, riots, fires, lock-outs, explosions and bombings, acts of war and terrorism or any other cause or causes beyond the reasonable control of the party seeking to be excused from performance. However, Force Majeure Events shall not include labour disputes or strikes. Upon an occurrence of a Force Majeure Event, Seller shall notify Buyer in writing no later than five (5) business days thereafter, and Seller shall take best efforts to mitigate any impact or damages to Buyer. In no event, shall Seller be entitled to price adjustment, compensation or other financial relief under the Agreement as a result of a Force Majeure Event. If the delay lasts more than thirty (30) days, or if Seller does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may terminate the affected Purchase Order(s) upon written notice and Buyer shall have no liability related to such termination.

**12. Changes; Obsolescence Notification.**

12.1 Buyer may, in its sole discretion, from time to time, by notice to Seller, make reasonable changes, or direct Seller to make changes, to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or otherwise reasonably change any Purchase Order. At Seller's request, with appropriate supporting documentation, the parties may agree upon an equitable adjustment to the pricing and times for performance as a result of Buyer's changes. Purchase Order changes must be in writing signed by Buyer's authorized representative.

12.2 Seller shall not change the design of the Goods, sub-suppliers, or change or relocate (from the facilities approved by Buyer) the production, tooling, equipment, manufacture or assembly of the Goods, or change the location from which the Goods are shipped, without the written consent of an authorized representative of Buyer at least twelve (12) months in advance of implementation of such change. Furthermore, Seller shall provide Buyer no less than twenty-four (24) months written notice in advance of any and all obsolescence, discontinuation, end-of-life, or cessation of production, sale, or support of the Goods or components thereof. Buyer shall have the right to place a last-time buy order for the affected Goods pursuant to the pricing and related commercial terms in effect immediately prior to the notice.

**13. Special Tooling.**

All special tooling (including, without limitation, all designs, tools, jigs, dies, molds, fixtures, templates, patterns and drawings) furnished to the Seller by the Buyer, or specifically paid for in full or in part by the Buyer, for use in the performance of any Purchase Order ("Buyer Property") shall be and remain the property of the Buyer, shall be subject to removal upon the Buyer's instruction and shall be used only in filling Buyer's Purchase Orders. All Buyer Property shall be held at the Seller's risk, and unless Buyer has notified Seller to the contrary, shall be kept in first-class condition, shall be replaced by Seller when necessary at Seller's sole cost and shall be kept insured by the Seller at the Seller's expense while in its custody in an amount equal to the replacement cost thereof, with loss payable to the Buyer. Copies of policies or certificates of such insurance shall be furnished to Buyer on demand. Buyer Property shall be conspicuously marked "Property of Greene, Tweed & Co., Japan." by Seller, shall not be commingled with the property of Seller or with that of a third party, and shall not be moved from Seller's premises without Buyer's prior written approval. Upon request by Buyer, such Buyer Property shall be immediately released to Buyer or delivered to Buyer by Seller, (i) for UK-based suppliers, FCA transport equipment at Seller's premises properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Buyer Property, (ii) for non-UK based suppliers, FCA or FOB (Incoterms 2020) Seller's premises (depending on the mode of transportation, as stated in Section 3.2), properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Buyer Property, or (iii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivering such Buyer Property to such location. To the fullest extent permitted by law, Seller waives any liens, claims, encumbrances, interests or other rights that Seller might otherwise have or assert on or with respect to any Buyer Property for work performed on such Buyer Property or otherwise. To the extent any intellectual property rights owned by or Buyer Property, Seller hereby grants to Buyer a fully paid, irrevocable, non-exclusive, worldwide, perpetual to the maximum extent permitted by law, royalty-free license, with the right to grant sublicenses as necessary for any use of Buyer Property, to use such intellectual property rights.

**14. Confidential Information.**

All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with any Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section 14. This Section 14 shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of initial disclosure by Buyer to Seller; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

**15. Government Contracts.**

If any Purchase Order is for material to be used by Buyer in performance of a government contract, Seller shall comply with



all Buyer policies applicable to government contracts, and all laws and regulations applicable to it as a subcontractor or supplier under a government contract. If requested, Buyer will provide Seller with copies of the applicable government requirements.

**16. Recalls.**

If Buyer determines that a recall, field modification, correction or removal "Field Action" involving a Good purchased under the Agreement or a Buyer product incorporating a Good purchased under the Agreement was caused by a defect, non-conformance or non-compliance which is the responsibility of Seller, Seller shall indemnify and hold harmless Buyer from all Buyer's reasonable costs and expenses incurred in connection with any Field Action, including all costs related to: (i) investigating and/or inspecting the affected Goods; (ii) notifying Buyer's customers; (iii) repairing, or where repair of the Goods is impracticable or impossible, repurchasing or replacing the recalled Goods; (iv) packing and shipping the recalled Goods; (v) reinstalling repaired Goods and/or installing repurchased or replaced Goods; and (vi) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such Field Action or potential safety hazards, except where such consultation would prevent timely notification required by law.

**17. Compliance with Laws.**

**17.1 General.** Seller is in compliance with and shall comply with all applicable laws and regulations ("Laws"). Further, Seller warrants that any subcontractors are also in compliance with Laws. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under each Purchase Order.

**17.2 Export Controls.** Seller shall comply with all export and import laws of all countries involved in the sale of Goods under each Purchase Order (including without limitation the Foreign Exchange and Foreign Trade Act of Japan (Act No. 228 of 1949). Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate any Purchase Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. Seller represents and warrants that, unless otherwise authorized by law or regulation, any Goods delivered to Buyer will not contain any part or material that originated from a U.S., U.K. or Japan sanctioned or export-restricted party (including but not limited to a person designated on the U.S. Department of Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Blocked Persons or the U.S. Department of Commerce, Bureau of Industry and Security's Entity List, Denied Persons List, Military End User List, the U.K. Sanctions List, the Consolidated List of Financial Sanctions Targets in the U.K., or the Consolidated United Nations Security Council Sanctions List, or any entity owned or controlled by the foregoing) or from a U.S. or U.K. sanctioned country, including without limitation and as amended, Belarus, Cuba, Iran, North Korea, Russia, Syria, Venezuela, or the Crimea, Donetsk, and Luhansk Regions of Ukraine. Seller shall indemnify, defend, and hold harmless Buyer (including its shareholders, directors, officers, employees, customers, contractors, agents and other representatives) from and against any and all potential demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which arise out of any actual or alleged such sanctioned party or country content in any of the Goods or Seller's noncompliance with this Section. Seller shall alert Buyer to any export control applicable to the Goods and shall furnish to the Buyer, at the Buyer's request, the export control classification number(s) applicable to the Goods. Seller shall be responsible for the control, disclosure of and access to technical data, information and other items received hereunder. Seller shall further assist Buyer with any requests for information, certifications, or other similar documents as Buyer may reasonably request to ensure the compliance of the Goods and Seller with this Section and shall notify Buyer promptly upon discovering or having reason to believe that any Goods fail to comply with the representations and warranties in this Section. Licenses or other authorizations required for the export of Goods will be the responsibility of Seller unless otherwise indicated in the Purchase Order, in which event Seller will provide such information as may be requested by Buyer to enable Buyer to obtain such licenses or authorizations. Neither Seller nor any of its sub-suppliers will export/re-export any technical data, process, product, or service, directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries), to any country for which the applicable government or any agency thereof requires an export license or other government approval without first obtaining such license or approval..

**17.3 Hazardous Substances.** Seller shall comply with all applicable health and safety and environmental requirements for the disclosure labeling and/or elimination of hazardous substances, including without limitation: (i) the Waste Electrical and Electronic Equipment Regulations 2013; (ii) Regulation EC No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (the "REACH Regulations"); (iii) the Restriction of the Use of Certain Hazardous Substances in Electrical Equipment Directive (Directive 2011/65/EU) as implemented in the UK by the Restriction of the Use of Certain Hazardous Substances in Electrical Equipment Regulations 2012 (the "RoHS Regulations"); (iv) the Stockholm International Convention; (v) Persistent Organic Pollutant Regulation (EU Regulation 2019/1021) and the Persistent Organic Pollutants Regulations 2007 (vi) the requirements of the Waste Framework Directive 2008, including but not limited to the Waste (Circular Economy) (Amendment) Regulations 2020; (vii) CE marking requirements; (viii) UK CA marking requirements; (viii) the Regulation of Manufacture and Evaluation of Chemical Substances Act of Japan (Act No. 117 of 1973; (ix) the Waste Management and Public Cleaning Act of Japan (Act No. 137 of 1970).

- 17.4 **Conflict Minerals.** Seller shall disclose to Buyer any materials or minerals used in the production of the Goods which are sourced from conflict areas, as defined under Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the European Union (EU) Conflict Minerals Regulation (EU Regulation 2017/821), or other applicable law (commonly referred to as "Conflict Minerals"). Goods provided hereunder should be sourced only from mines and smelters which have been certified by an independent third party as "conflict free". Seller shall adopt policies and management systems with respect to Conflict Minerals, establish due diligence frameworks according to OECD guidelines, implement management systems to support compliance with their Conflict Minerals policy and drive those efforts throughout their supply chain. Seller shall complete any required survey or reporting and supply all other reasonable support of this initiative, as requested by Buyer, including, without limitation, the measures taken to identify the source and chain of custody of any such Conflict Minerals used in its Goods.
- 17.5 **Liability.** Neither party limits its liability under the Agreement for: (i) death or personal injury caused by its negligence, or that of its employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; (iii) wilful misconduct; (iv) gross negligence; or (v) any other act or omission, liability for which cannot be limited by law.
- 17.6 **Data Protection.** The parties shall comply with any data protection laws and regulations that apply in the context of the performance of the Agreement, including but not limited to: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) Act on the Protection of Personal Information of Japan (Act No. 57 of 2003).
- 17.7 **Modern Slavery.** Seller shall perform all necessary due diligence to ensure that it and its suppliers comply with the requirements of the Modern Slavery Act 2015 and to ensure that their supply chains are free of human trafficking and shall provide written evidence to Buyer that they have done so including a summary of the steps taken. Buyer shall be entitled to audit the due diligence procedures to confirm the steps that have taken to comply with the Modern Slavery Act 2015.
- 17.8 **Anti-bribery and corruption.** Whether directly or through third parties, the Seller shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favourable decision. The Seller shall not solicit or accept for itself any offer, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favourable decision. Without limiting the foregoing, the Seller warrants that in entering the Agreement it has not committed any Prohibited Act. "Prohibited Act" means an act described under section 1, 2, 6 or 7 of the Bribery Act 2010, which constitutes or potentially constitutes an offence under one or more of those sections or any act that would constitute an offence under applicable anti-bribery laws, including, without limitation, the Criminal Code of Japan (Act No. 45 of 1907), and the Unfair Competition Prevention Act of Japan (Act No. 47 of 1993).
- 17.9 If the Seller or any subcontractor (or anyone employed by or acting on behalf of any of them) or any of its or their agents or shareholders commits any Prohibited Act, then Buyer may terminate the Agreement immediately without incurring any liability to the Seller.
- 17.10 **Buyer Global Code of Conduct.** Without limiting the above, the Seller shall also abide by Buyer's Global Code of Conduct, as revised and updated from time to time. Buyer's Global Code of Conduct is available at <https://www.gtweed.com/global-code-of-conduct/>.

18. **Miscellaneous.**

- 18.1 Seller's obligations hereunder shall be severable or divisible, notwithstanding the acceptance of, or payment for partial delivery or any authorization for installment deliveries. If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 18.2 No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 18.3 The rights and remedies under the Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No action may be brought by Seller after one (1) year of the date of the first occurrence of the event underlying the action.
- 18.4 All notices, request, consents, claims, demands, waivers and other communications under the Agreement (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally



recognized overnight courier (with all fees pre-paid), e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

- 18.5 The Agreement shall be governed by the laws of Japan and constitutes the entire understanding of the parties. No prior course of dealing between the parties and no usage of the trade shall be relevant to supplement or construe against Buyer any of the terms hereof.
- 18.6 Prior to undertaking any legal action to enforce any provision herein, the parties shall attempt to settle any and all claims or disputes arising in connection herewith by good faith negotiations by senior management of each party. Any claim or dispute in connection with the Agreement, except for a breach of the Confidential Information provisions in Section 14, shall be referred to and finally resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce then in effect, by one (1) independent and impartial arbitrator. Upon such submission, the parties shall each select an arbitrator who shall mutually select a third independent and impartial arbitrator who shall preside over the arbitration panel thus constituted. The place of arbitration shall be London, United Kingdom, and the arbitration shall be conducted in the English language. The fees, costs and expenses of the arbitrators under this provision shall be borne equally by the parties, provided that each party shall bear its own cost of representation.
- 18.7 Seller may not assign, subcontract, or delegate all or any part of any Purchase Order or its obligations under the Agreement without the express prior written approval of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations under the Agreement. The rights and obligations of Seller hereunder shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of Seller and any third party who acquires the business or assets of the Seller to which these provisions relate by the sale or any other transfer thereof. Buyer may assign its rights under this Contract upon written notice to Seller. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under any Purchase Order or the Agreement without Seller's prior written consent.
- 18.8 The relationship between the parties is that of independent contractors. Nothing contained in any Purchase Order or the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from any Purchase Order.
- 18.9 Except for Buyer's affiliates or designees as set forth in a Purchase Order, each Purchase Order and the Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall give rise to any rights under the Contracts (Rights of Third Parties ) Act 1999 to enforce any term of the Agreement.
- 18.10 Seller may not use Buyer's name or trademarks in any type of advertisement materials, websites, press releases, interviews, articles, brochures, business cards, project reference or client listings, without Buyer's written consent.
- 18.11 The headings used herein are for convenience of reference only, shall not be deemed to be a part of any agreement between the parties and shall not be referred to in connection with the construction or interpretation of any agreement.
- 18.12 No action may be brought by Seller after one (1) year of the date of accrual. Time is of the essence for the purposes of this Section 18.12.
- 18.13 Without prejudice to any other right or remedy it may have, Buyer shall be entitled at any time to set off any sums owing by Seller to Buyer against sums payable by Buyer or Buyer's affiliates to Seller.
- 18.14 The Agreement constitutes the entire agreement of Buyer and Seller with respect to the subject matter hereof and shall supersede all prior written or oral agreements, representations, and understandings, including without limitation, Buyer's request for quote and Seller's quote. The Agreement may only be modified by a Purchase Order amendment or alteration issued by an authorized representative of Buyer. In the event the parties have entered into a master supply agreement or equivalent agreement ("MSA") and a conflict arises between the MSA and these Terms, the terms and conditions of the MSA shall take precedence.
- 18.15 The obligations of the Buyer and Seller hereunder, which by their nature would continue beyond the termination, cancellation or expiration of the Agreement, shall survive the termination, cancellation or expiration of the Agreement, including without limitation, the provisions of Sections 7 (Audit/Quality Control), 8 (Control of Records), 9 (Warranties), 10 (Indemnification and Insurance), 14 (Confidential Information), 16 (Recalls), and 18 (Miscellaneous).
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