

EMINOX LIMITED

STANDARD TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS & SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

BRIBERY ACT: An Act of the United Kingdom Parliament (2010/C23) that covers the criminal law relating to Bribery;

BUSINESS DAY: a day (other than a Saturday, Sunday or public holiday) when banks in England and Wales and also those in the jurisdiction of the Supplier are open for business;

BUYER: A duly authorised representative of the Company;

COMPANY: Eminox Limited, company number 1349209, the registered office of which is at The Old Court House, 24 Market Street, Gainsborough, Lincolnshire, DN21 2BE;

CONDITIONS: the terms and conditions set out in this document;

CONTRACT: The Order and the Seller's acceptance of the Order;

DELIVERY DATE: the date specified in the Order on which delivery is required;

DELIVERY: the address Unit 2, Miller Road, Corringham Industrial Estate, Gainsborough, DN21 1QB, where the Company takes possession of the Goods from the Supplier as per the Order;

GOODS: Any goods or service agreed in writing in the Contract to be purchased by the Company from the Seller (including any part or parts of them);

HAZARDOUS GOODS: Any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors;

HSE: Health, Safety and Environment.

INCOTERMS 2020: International commercial terms that are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) on September 10, 2019, relating to international commercial law. Consists of a series of terms referenced by three-letter acronyms related to common contractual sales practices, which clearly communicates the tasks, costs, and risks associated with transportation and Delivery of Goods.

INTELLECTUAL PROPERTY: patents, utility models, rights to inventions, discovery or process, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual and industrial property rights of any kind, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world

NORMAL BUSINESS HOURS: hours in the UK between 08:00 to 17:00 on a Business Day.

ORDER: The Company's written instruction to supply Goods.

PRODUCTION PART APPROVAL PROCESS (PPAP): a process that is required of all new Suppliers of new or modified goods, where deliveries and part submissions should be accompanied by appropriate documentation. ([refer to PPAP document](#))

REACH: Regulation for Registration, Evaluation, Authorisation and Restriction of Chemicals. A single system for registration, evaluation, and authorisation of chemicals information on the risks posed by substances and how they should be handled which information must be supplied throughout the production chain.

SERVICES: work that conducted by an external Supplier to support the Company's business requirements but does not produce any Goods.

SPECIAL TERMS AND CONDITIONS: Specific terms and conditions that relate only to a certain Supplier and/or transaction.

SPECIFICATION: The technical description, drawing, and/or the requirement (if any) of the Goods contained or referred to in the Order.

SUPPLIER: The person, firm or company who accepts the Company's Order.

VENDOR FORM (DIRECT & INDIRECT): a form issued by the Company to the Supplier to facilitate setting up an account facility, ensuring that Supplier meets the Company's legal, financial, health and safety requirements.

- 1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-acted or replaced, and
- 1.3 to the masculine include the feminine and the neuter and to the singular includes the plural and vice versa as the context admits or requires.
- 1.4 The headings do not affect the construction of these Conditions.

2. APPLICATION OF TERMS

- 2.1 All ORDERS whether in writing or placed orally by the BUYER shall be upon these terms and CONDITIONS and where applicable including SPECIAL TERMS and CONDITIONS of Purchase
- 2.2 The SUPPLIER acknowledges that acceptance of the ORDER implies acceptance of these terms and CONDITIONS, and any SPECIAL TERMS and CONDITIONS of Purchase applicable to this ORDER which shall both prevail over any terms and CONDITIONS of the SUPPLIER, whether contained in a quotation, catalogue, price list, ORDER acknowledgement, credit application or any other document, except insofar as provided in any amendments or modifications which have been agreed in writing in advance by the BUYER.
- 2.3 These CONDITIONS apply to all the COMPANY'S purchases and any variation to these CONDITIONS shall have no effect unless expressly agreed in writing and signed by the BUYER.

3. QUALITY, DEFECTS AND RIGHT OF AUDIT

- 3.1 The GOODS shall be of the best available design, of the best quality, material, and workmanship, be without fault and conform in all respects with the ORDER and SPECIFICATION and/or patterns supplied or advised by the COMPANY to the Seller.
- 3.2 The COMPANY'S right under these CONDITIONS are in addition to the statutory CONDITIONS implied in favour of the COMPANY by the Sale of GOODS Act 1979.
- 3.3 At any time prior to DELIVERY of the GOODS, the COMPANY shall have the right to always inspect and the test the GOODS, such inspection shall not constitute acceptance by the COMPANY nor reduce the SUPPLIERS obligation. SUPPLIER Grants to the COMPANY an irrevocable licence to enter SUPPLIER'S premises at reasonable times of any BUSINESS DAY for the purposes of such inspection generally and (without prejudice to the generality of the foregoing) to ensure that no incidences of Modern Slavery or Human Trafficking or of corruption are taking place on the site and to satisfy itself that information provided by SUPPLIER about country of origin of any components used in manufacturing Products is accurate.

- 3.4 If the results of inspection or testing cause the COMPANY to think GOODS do not conform or are unlikely to conform with the ORDER or to any SPECIFICATIONS and/or patterns supplied or advised by the COMPANY to the SUPPLIER, the COMPANY shall inform the SUPPLIER which shall take immediately such action as is necessary to ensure conformity; in addition, the COMPANY shall have the right to require and witness further testing and inspection.
- 3.5 Notwithstanding any inspection or testing, the SUPPLIER shall remain fully responsible for the GOODS and any such inspection or testing shall not diminish or otherwise affect the SUPPLIER'S obligations under the CONTRACT.
- 3.6 If any of the GOODS fail to comply with the provisions set out in condition 3 the COMPANY shall be entitled to avail itself of any one or more remedies listed in condition 7.7.
- 3.7 Registration to one of ISO 9001:2015 or IAFT16949:2016 (UKAS accredited or international equivalent) is required of all SUPPLIERS of GOODS that form a component part of the COMPANY'S manufactured product and SERVICES that are conducted specifically to form a component part. Those SUPPLIERS who are accredited to one of these standards shall provide copies of accreditation certificates to the COMPANY at initial issue and on re-issue. If certificates are withdrawn or lapse the SUPPLIER must inform the COMPANY in writing immediately. Those SUPPLIERS without the required accreditation shall confirm in writing to The COMPANY their intention to attain such a standard and provide a time plan for achieving the accreditation. Thereafter the SUPPLIER shall provide regular progress reports without request and immediately upon request. During this period the SUPPLIER must ensure they have copies of the ISO 9001:2015 or IAFT16949:2016 documentation including the requirements for but not limited to PPAP.
- 3.8 The COMPANY requires all production SUPPLIERS to adopt the Production Part Approval Process (PPAP) for all new and revised GOODS DELIVERY. Parts Submission Warrants (PSW) together with First Article Inspection Reports (FAIR) and/or Initial Inspection Reports (ISR) must accompany DELIVERY.
- 3.9 The SUPPLIERS quality performance will be measured, and the COMPANY will take the necessary actions to manage, improve and maintain an acceptable performance. The COMPANY and the SUPPLIER agree to cooperate to achieve a continuous improvement of quality with a goal of zero defects, but not more than 2%. The SUPPLIER will manage poor performance, with assistance from the COMPANY.
- 3.10 The SUPPLIER will adhere to the COMPANY'S quality statement. Refer [Vendor quality statement](#)
- 3.11 Defect Management

- 3.11.1.1 If the SUPPLIER has delivered a defective part, The COMPANY shall be entitled to demand immediate rectification or immediate DELIVERY of replacement parts.
- 3.11.1.2 If due to a DELIVERY of a defective part, the COMPANY considers it necessary to inspect all parts of the same kind delivered by the SUPPLIER, the COMPANY shall be entitled to give the SUPPLIER notice thereof and make such an inspection at the SUPPLIERS expense and without awaiting the SUPPLIERS approval. The COMPANY and the SUPPLIER will work together to eliminate the causes of defective parts.
- 3.11.1.3 The COMPANY shall be entitled to set-off any amount against any amount that has to be paid by the COMPANY, against GOODS that have been scrapped due to poor quality.
- 3.11.1.4 The COMPANY reserves the right to dispose of any GOODS not collected for return and credit within 20 BUSINESS DAYS of notice being sent to the SUPPLIER requiring such return.

4. WARRANTY

- 4.1 SUPPLIER warrants the GOODS for a period of Two (2) years from the date the GOODS are delivered to the COMPANY.
- 4.2 If any defects arise under normal use and are attributed to faulty material or workmanship, the SUPPLIER shall without prejudice to any other rights or remedies of the COMPANY remedy the defect promptly by either repair or replacement of the defected GOODS, without charge to the COMPANY.
- 4.3 SERVICES will be discharged in a proper, professional, and timely manner.

5. HEALTH AND SAFETY

- 5.1 The SUPPLIER undertakes and warrants that all action required to minimize and eliminate any risk to health and safety resulting from use of GOODS, for the purpose for which they are designed has been carried out, and that any information which is relevant, in any way whatsoever, to risk or health and safety will be brought to the attention of the BUYER in writing upon acceptance of the ORDER. The BUYER has the right to demand and receive proof that the above undertaking has been performed.
- 5.2 It is the duty of the SUPPLIER to ensure that when designing, manufacturing, importing, or supplying the ORDER, that:
- 5.2.1.1 The GOODS are safe and without risk to health when used properly.
- 5.2.1.2 The appropriate tests or examinations have been carried out to ensure that GOODS are safe and without risk to health when properly used.

5.2.1.3 They will provide warnings about significant exposures to chemicals that cause cancer, birth defects and other reproductive harm contained or released into the environment by their products or the manufacturing or use of the products. (Prop 65 – safe Drinking water and Toxic Enforcement Act of 1986 {Californian Law})

5.2.1.4 They will provide any information necessary to ensure that they are safe and without risk to health when properly used.

5.3 The SUPPLIER will always for the duration of the CONTRACT performed pursuant to these CONDITIONS ensure it complies with all relevant health, safety, and environmental legislation, including REACH. It is incumbent upon the SUPPLIER to ensure that every member of its Staff is aware of the HSE requirements of the COMPANY. Hazardous GOODS must be suitably marked with identification labels, including what the GOODS are and detailing the hazard.

6. INDEMNITY

The SUPPLIER shall keep the COMPANY indemnified in full against all direct, indirect, or consequential liability, loss, damages, injury, costs, and expenses (including legal and other professional fees and expenses) awarded against, incurred, or paid by the COMPANY because of or in connection with:

6.1 Defective workmanship, quality, or materials.

6.2 An infringement or alleged infringement of any INTELLECTUAL PROPERTY rights caused by the use, manufacture, or supply of the GOODS; or

6.3 Any claim made against the COMPANY in respect of any liability, loss, damage, injury, cost, or expense sustained by the COMPANY'S employees or agent or by any customer or third party to the extent that such liability, loss, damage, injury, cost, or expense was caused by, relates to, or arises from the GOODS.

7. DELIVERY

7.1 Time of DELIVERY shall be of the essence. The SUPPLIERS DELIVERY performance will be measured, and the COMPANY will take the necessary actions to manage, improve and maintain an acceptable performance. The COMPANY and the SUPPLIER agree to cooperate to achieve a continuous improvement of DELIVERY with a goal of 100% on time in full, but not less than 98%. The SUPPLIER will manage poor performance with assistance from the COMPANY.

7.2 The GOODS shall be delivered to the COMPANY'S place of business or to such other place of DELIVERY as is agreed by the COMPANY in writing prior to DELIVERY of the GOODS. The SUPPLIER shall off-load the GOODS as directed by the COMPANY.

- 7.3 Unless a particular INCOTERM 2020 is specified to the contrary in the SPECIAL TERMS and CONDITIONS or ORDER (in which case it will prevail) the GOODS shall be delivered, carriage and duty paid (DDP) to Corringham Industrial Estate, Miller Road, Gainsborough, DN21 1QB, United Kingdom.
- 7.4 The date for DELIVERY shall be specified in the ORDER.
- 7.5 The SUPPLIER shall ensure that a DELIVERY note, which shows, inter alia, the ORDER number, date of the ORDER, and number of packages, description of GOODS or SERVICES, in the case of part DELIVERY, the outstanding balance remaining to be delivered and material certificates if required, accompanies each DELIVERY.
- 7.6 Unless otherwise stipulated by the COMPANY in the ORDER, deliveries shall only be accepted by the COMPANY in Normal Business Hours.
- 7.7 If the GOODS are not delivered on the due date then, without prejudice to any other rights which it may have, the COMPANY reserves the right to:
- 7.7.1.1 rescind the CONTRACT in whole or in part.
 - 7.7.1.2 refuse to accept any subsequent DELIVERY of the GOODS which the SUPPLIER attempts to make.
 - 7.7.1.3 recover from the SUPPLIER any expenditure reasonably incurred by the COMPANY in obtaining GOODS in substitution from another SUPPLIER; and
 - 7.7.1.4 Impose a charge that equals 1% of the ORDER price for each week or part thereof from the wanted DELIVERY Date until the ORDER is completed in terms of this agreement but such charge shall not exceed 5% of the ORDER price. The COMPANY shall be entitled to set that sum off against any amount owing to the SUPPLIER.
 - 7.7.1.5 Claim damages for any additional costs, loss or expenses incurred by the COMPANY, which are in way attributable to the SUPPLIER's failure to deliver the GOODS on the wanted DELIVERY Date.
 - 7.7.1.6 at the COMPANY's option to give the SUPPLIER the opportunity at the SUPPLIERS expense either to remedy any defect in the GOODS or to supply replacement GOODS and carry out any other necessary work to ensure that the terms of the CONTRACT are fulfilled
- 7.8 The SUPPLIER shall generally adopt the principles of ISO 14001 in its dealings with the COMPANY and use returnable packaging wherever possible and, where not possible, provide an explanation to the COMPANY as to the reasons and what action is to be taken to rectify.
- 7.8.1 If the SUPPLIER requires the COMPANY to return any packaging material to the SUPPLIER that fact must be clearly stated on any DELIVERY note delivered to the COMPANY and any such packaging material will only be returned to the SUPPLIER at the cost of the SUPPLIER.

- 7.8.2 When the COMPANY agrees in writing to accept DELIVERY by instalments the CONTRACT will be construed as a single CONTRACT in respect of each instalment. Nevertheless, failure by the SUPPLIER to deliver any one instalment shall entitle the COMPANY at its option to treat the whole CONTRACT as repudiated by the SUPPLIER.
- 7.8.3 Where GOODS are delivered on pallets the pallets shall be Euro pallets (1200x800, 4 way) unless agreement to use other sizes is confirmed in writing; and
- 7.8.4 Where GOODS are delivered as hand packages (not on pallets) the weight of individual packages shall be limited to a maximum of 20kg. Any packages of a heavier weight than 20kg must be on a pallet with no exception.
- 7.9 If GOODS are delivered to the COMPANY more than the quantities ordered, the COMPANY shall not be bound to pay for the excess and any excess will be and will remain at the SUPPLIER'S risk and may be returnable at the SUPPLIER's expense.
- 7.10 Should the GOODS/SERVICES contained within the ORDER not be delivered/completed in full to the agreed SPECIFICATION, within the agreed time, the COMPANY reserves the right to cancel the purchase ORDER with no financial loss to the COMPANY.

8. TITLE

- 8.1 Subject to the provisions of condition 8.3, the property and risk of the GOODS shall pass to the COMPANY on acceptance by the COMPANY of the GOODS (or in case of DELIVERY by instalments) on acceptance of the COMPANY of each instalment.
- 8.2 If the SUPPLIER postpones DELIVERY at the request of the COMPANY, property in the GOODS shall pass to the COMPANY on an eventual DELIVERY date, and the GOODS shall nevertheless remain the SUPPLIER'S risk until actual DELIVERY has been completed.
- 8.3 The SUPPLIER shall not have a lien over the GOODS.

9. PRICE

- 9.1 The price of the GOODS shall be stated in the ORDER and unless otherwise agreed in writing by the COMPANY shall be exclusive of value added tax, but inclusive of all other charges.
- 9.2 Subject to 9.3 the COMPANY will accept no variation in the price or extra charges.
- 9.3 The SUPPLIER will advise the COMPANY of any Price movement at least 30 days in advance of the effective date.

10. SPARE PARTS

10.1 For the supply of GOODS for after sale replacement, SUPPLIER undertakes to apply the same prices, terms and CONDITIONS agreed with the BUYER for the supply of the Products for the first equipment, unless differently agreed in writing between the Parties.

10.2 The SUPPLIER shall provide to BUYER the spare parts of the GOODS, in the quantities and timing necessary to allow the BUYER to meet its warranty requirements and after sale assistance of the Unit, in compliance with the highest standards of final customer satisfaction, until the expiry of the period specified below, starting as of the date when the GOODS are not used anymore as first equipment in the production and unless differently agreed in writing in any agreement or stated in the Product SPECIFICATIONS or in Operating Regulations for a period of 20 years.

10.3 Should the SUPPLIER decide to stop manufacture of the GOODS, the SUPPLIER shall consult and inform the COMPANY and allow the COMPANY to negotiate a last time buy in good faith.

11. PAYMENT

11.1 The COMPANY shall pay the price of the GOODS, as per payment terms agreed to on the VENDOR FORM, to the SUPPLIER, but time for payment shall be not be of essence of the CONTRACT.

11.2 The period of payment shall begin to run from acceptance of GOODS by the COMPANY or receipt of the invoice, whichever is the later.

11.3 Without prejudice to any other right or remedy, the COMPANY reserves the right to set off any amount owing at any time from the SUPPLIER to the COMPANY against any amount payable by the COMPANY to the SUPPLIER under the CONTRACT.

11.4 Payment does not necessarily mean that the GOODS provided have been accepted, a credit note will be requested and provided if the COMPANY rejects the GOODS.

12. CONFIDENTIALITY

12.1 The SUPPLIER shall keep in strict confidence all technical or commercial know-how, SPECIFICATIONS, inventions, processes or initiatives which are of a confidential nature or INTELLECTUAL PROPERTY and have been disclosed to the SUPPLIER by the COMPANY or its agents and any other confidential information concerning the COMPANY'S business or its products which the SUPPLIER may obtain and the SUPPLIER shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the SUPPLIER'S obligations to the COMPANY and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the SUPPLIER.

12.2 The SUPPLIER shall not without written authorisation, announce or publicise any aspect of the trading relationship with the COMPANY or any projects or products involved.

12.3 If the SUPPLIER has entered into a Non-Disclosure Agreement (NDA) with the COMPANY, the terms of the said NDA shall continue to operate and shall not merge in contract evidenced by these conditions.

13. THE COMPANY'S PROPERTY

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of INTELLECTUAL PROPERTY rights in all drawings, SPECIFICATIONS and data supplied by the COMPANY to the SUPPLIER or not so supplied but used by the SUPPLIER specifically in the manufacture of the GOODS shall at all times be and remain the exclusive property of the COMPANY and shall be held by the SUPPLIER in safe custody at its own risk and maintained and kept in good condition by the SUPPLIER until returned to the COMPANY and shall not be disposed of other than in accordance with the COMPANY's written instructions, nor shall such items be used otherwise than as authorised by the COMPANY in writing.

14. TERMINATION

14.1 The COMPANY shall have the right at any time and for any reason terminate the CONTRACT in whole or in part by giving the SUPPLIER written notice (60 BUSINESS DAYS) whereupon all work on the CONTRACT shall be discontinued and the COMPANY shall pay to the SUPPLIER fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

14.2 The COMPANY shall have the right at any time by giving notice in writing to the SUPPLIER to terminate the CONTRACT forthwith if:

14.2.1.1 the SUPPLIER commits a breach of any of the terms and CONDITIONS of the CONTRACT.

14.2.1.2 any distress, execution of the other process is levied upon any of the assets of the SUPPLIER.

14.2.1.3 the SUPPLIER enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if any ORDER is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent COMPANY) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver, or administrator is appointed in respect of the whole or any part of the SUPPLIER's undertaking or

assets or any similar action is taken by or against the SUPPLIER in any jurisdiction outside England & Wales;

14.2.1.4 the SUPPLIER ceases or threatens to cease to carry on its business; or

14.2.1.5 the financial position of the SUPPLIER deteriorates to such an extent that in the opinion of the COMPANY the capability of the SUPPLIER to fulfil its obligations adequately under the CONTRACT has been placed in jeopardy.

14.3 Termination of the CONTRACT, however arising, will be and is without prejudice to rights of the COMPANY accrued prior to termination. CONDITIONS, which expressly or impliedly have an effect after termination, will continue to be enforceable notwithstanding termination.

15. WAIVER

Failure by the COMPANY to exercise or enforce any right conferred by the ORDER shall not be deemed to be waiver of any such right nor operate to limit exercise or enforcement thereof or of any other right on any later occasion.

16. ASSIGNMENT

16.1 The SUPPLIER shall not be entitled to assign the CONTRACT or any part of it without the prior written consent of the COMPANY

16.2 The COMPANY may assign the CONTRACT or any part of it to any person, firm, or COMPANY.

17. FORCE MAJEURE

17.1 Neither party shall be liable for any failure or delay in performing its obligations under the CONTRACT if such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including without prejudice to the generality of the foregoing strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, inability or delays to procure raw materials, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics (including but not limited to COVID-19, SARS, Ebola and Swine Flu) or similar events, natural disasters or extreme adverse weather CONDITIONS, or default of SUPPLIERS or subcontractors.

17.2 The COMPANY reserves the right to defer the date of DELIVERY or payment or to cancel the CONTRACT or reduce the volume of the GOODS ordered if it is prevented from or delayed in carrying on of its business due to circumstances beyond the reasonable control of the COMPANY and which are or is a Force Majeure Event.

17.3 If the SUPPLIER is in a position of force majeure (as described above) or is aware of the likelihood of a situation constituting force majeure arising it shall notify the COMPANY forthwith and take such steps as may be appropriate to mitigate the effects of such force majeure.

18. REGULATORY REQUIREMENTS

18.1 The SUPPLIER warrants that it is and will remain for the duration of the CONTRACT, fully cognisant of any relevant laws or regulatory requirements and rulings of any competent authority that has jurisdiction over provision of its GOODS specified in the CONTRACT.

18.2 The SUPPLIER shall as soon as possible identify and notify the COMPANY in writing of any relevant changes in any laws, legislative enactments and/or regulatory requirements and of rulings or any competent authority that may relate to the SUPPLIER'S provision of the GOODS.

18.3 The SUPPLIER and the COMPANY shall co-operate to identify the impact of such changes on how the SUPPLIER provides the GOODS.

18.4 The SUPPLIER shall be responsible for any fines and charges arising from any non-compliance with any laws or rulings of any competent authority relating to the DELIVERY or use of the GOODS.

18.5 The SUPPLIER hereby indemnifies the COMPANY and holds the COMPANY harmless against any losses suffered or sustained by the COMPANY arising from any such non-compliance by the SUPPLIER.

18.6 The COMPANY shall consult with the SUPPLIER regarding regulatory changes to the extent the COMPANY deems appropriate, and the SUPPLIER shall make itself available for such consultation as reasonably required by the COMPANY.

18.7 The SUPPLIER shall ensure that all SUPPLIERS within their supply chain meet the necessary statutory and regularity requirements.

18.8 The SUPPLIER will adopt the OECD Model Supply Chain Policy (Annex II OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from conflict affected and high-risk areas, 3rd edition) and apply its provisions generally throughout its supply chain and without prejudice to the generality of the foregoing will: -

18.8.1 SLAVERY AND HUMAN TRAFFICKING

- a. Always comply with the provisions of the Modern Slavery Act 2015 (2015/C30), whether or not they apply to the SUPPLIER. The SUPPLIER will, if asked by the

COMPANY, provide to COMPANY a statement of steps taken to ensure that neither slavery nor human trafficking is taking place in its business or supply chain within 10 working days at the request.

18.8.2 BRIBERY AND CORRUPTION

- a. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the BRIBERY ACT.
- b. comply with the COMPANY's ethics, anti-bribery and anti-corruption policies as communicated to it from time to time or as available to view on the COMPANY's website (www.eminox.com);
- c. have and maintain in place throughout the CONTRACT its own policies and procedures under the BRIBERY ACT and will enforce them where appropriate.
- d. promptly report to the COMPANY any request or demand for any undue financial or other advantage of any kind received by the SUPPLIER in connection with the performance of the CONTRACT.

18.8.3 adopt and comply with the provisions of the Supplements on Tin, Tantalum and Tungsten as well as on Gold contained in the said OECD Due Diligence Guidance.

18.8.4 OPERATING PRINCIPLES

- a. Strive to create a safe, healthy, harmonious, and dynamic working environment, respecting human rights without discrimination.
- b. Provide social protection and remuneration in line with the local regulations and well-balanced practices
- c. Respect human rights and provide a workplace free from harassment and intimidation, free from forced labour, without threat of punishment. This includes not extending contracted working hours, without an additional agreement.
- d. Not endorse child labour practices
- e. Have freedom of association, without interference
- f. Endorse collective bargaining

19. CONFLICT OF INTEREST

19.1 The SUPPLIER undertakes that it shall not engage in practices or pursue interests which conflict with the interests of the COMPANY, and which could result in financial damage or loss being

suffered by the COMPANY or the COMPANY'S reputation being harmed. Conflict of interest will exist when the SUPPLIER has an interest in or derives some benefits from transactions to which the COMPANY is a Party, whether directly or indirectly. It also includes instances where there is reasonable possibility, in the COMPANY'S opinion, of such conflict occurring.

19.2 All conflicts of interest must be disclosed to the COMPANY in writing immediately on the conflict arising.

19.3 The SUPPLIER shall inform its staff of the contents of this term and shall ensure their adherence thereto.

20. INSURANCE

20.1 The SUPPLIER shall have and maintain in force at its own cost sufficient insurance (to the satisfaction of the COMPANY), to cover any losses, which may arise out of or in connection with its obligations and liabilities under these CONDITIONS. The SUPPLIER shall provide on request a copy of such insurance policy to the COMPANY. Such insurance shall include without limitation: public liability insurance and specifically comprehensively insure all its own plant, material, and equipment on an all-risk basis. There is no subrogation against the COMPANY, its agents, or representatives under these insurances, whether mentioned herein or not, and taken out by or maintained by the SUPPLIER.

20.2 The SUPPLIER should on demand furnish written proof of its insurer's knowledge of the above undertaking.

20.3 Where Hazardous GOODS are transported pursuant to a transaction document, the SUPPLIER shall observe the requirements of the British government and international agreements relating to the packaging, labelling and carriage of Hazardous GOODS and shall obtain adequate insurance to cover any potential hazards, which may be occasioned through the transportation of such GOODS.

20.4 The COMPANY reserves the right to amend the terms this clause as advised from time to time by its insurers. Any amendments resulting from such advice will be negotiated between the Parties and failing agreement within 7 (seven) days of that instruction, the SUPPLIER will comply with all reasonable requirements of the COMPANY'S insurers.

21. INTELLECTUAL PROPERTY RIGHTS

21.1 The COMPANY retains all right, title and interest in and to the COMPANY'S INTELLECTUAL PROPERTY.

21.2 Data, literacy works, and other works of authorship generated while performing SERVICES, such as manuals, training materials, reports and the COMPANY shall own other documentation. The COMPANY shall have sole and exclusive ownership of reports generated by the SUPPLIER arising from performance of this CONTRACT and of all the COMPANY'S data. Further, all INTELLECTUAL PROPERTY rights in such items shall be the sole property of the COMPANY, notwithstanding termination of these Terms and CONDITIONS or any Transaction Document, and the SUPPLIER hereby assigns, without any further consideration, all right, title and interest in and to such items to the COMPANY.

21.3 The SUPPLIER retains all right, title and interest in and to the SUPPLIER'S INTELLECTUAL PROPERTY that is used in connection with the GOODS.

21.4 The SUPPLIER shall not introduce into the COMPANY'S environment any third-party INTELLECTUAL PROPERTY for the continued duration of these CONDITIONS or otherwise use such third-party INTELLECTUAL PROPERTY to provide the SERVICES without first obtaining the COMPANY'S written consent thereto. To the extent that the COMPANY grants such consent, the SUPPLIER shall be responsible for obtaining a license from the third party on behalf of the COMPANY and in the COMPANY'S name, to use such third-party INTELLECTUAL PROPERTY.

22. GENERAL

22.1 Each right or remedy of the COMPANY under the CONTRACT is without prejudice to any other right or remedy of the COMPANY whether under the CONTRACT or not.

22.2 If any provision of the CONTRACT is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the CONTRACT and the remainder of such provision shall continue in full force and effect.

22.3 The Law of the jurisdiction in which the SUPPLIER has its address for SERVICE shall govern the formation, existence, construction, performance, validity and all aspects of the CONTRACT and the parties submit to the exclusive jurisdiction of the courts in that jurisdiction. However, before resorting to litigation each party undertakes with the other to collaborate in referring any dispute which cannot be settled amicably to the Centre for Effective Dispute Resolution of 70 Fleet Street London EC4Y 1EU ("CEDR") for mediation (in the case of a commercial dispute,) or expert determination (if a technical one) and such mediation or expert determination shall follow the then current CEDR rules. Only if mediation has not been fixed or successfully concluded within 40 days of a reference to CEDR may either party commence litigation, in which case the arbitral

language shall be English and if the COMPANY seeks judgment only for a money debt it may commence proceedings in any jurisdiction in which the SUPPLIER operates or in the courts of England & Wales in the COMPANY's absolute discretion

**ANY SPECIAL CONDITIONS OF PURCHASE APPLICABLE TO THE ORDER SHALL TAKE PRECEDENCE
OVER THESE GENERAL TERMS AND CONDITIONS OF PURCHASE**