

General Conditions for the Procurement of Goods and Services SULZER Daiichi K.K.

(applicable as per August 1, 2023)

These Terms and Conditions can be found on the Internet under <https://www.sulzer.com/en/shared/legal/terms-and-conditions>.

The following terms and conditions ("Sulzer General Conditions for the Procurement of Goods and Services") are the terms and conditions applicable to (i) any Sulzer company mentioned on the Purchase Order as the company to which the Supply is provided (ii), if such reference does not appear on the Purchase Order, the company to which the Supply is invoiced (herein collectively referred to as "Sulzer"), from a supplier ("Supplier").

1. Definitions

- 1.1 **"Affiliated Company"** or **"Affiliate"** means an entity that is controlling, controlled by or under common control of one of any Party. Control means the direct or indirect ownership of fifty percent (50%) or more of the equity interest in an entity, and/or the ability to control the decisions of such entity through the exercise of voting rights.
- 1.2 **"Applicable Export Laws"** means any applicable export control regulations and/or laws in force at the time of export in the Supplier's country of export and/or, in the case of re-export, in force at the time of re-export in the country of origin of the particular re-exported Export item.
- 1.3 **"Change"** means a change in the design, drawings, specifications, shipping instructions, shipment schedules, or any other documents forming part of the Contract, including any alteration, additions, substitutions, amendments, or omissions to the Supply.
- 1.4 **"Change Order"** means the document issued by representatives of Purchaser and Supplier in common agreement after a Change has been requested by Purchaser or Supplier, and which document rules the modification of the Contract or parts thereof, in particular with respect to the Contract Price, specifications, shipment schedule, warranty, Delivery Date, etc.
- 1.5 **"Confidential Information"** means proprietary or confidential data including pricing, terms, documents, specifications, plans or drawings that are disclosed by Purchaser or its Affiliates or generated in connection with the Supplies, unless (i) the information was already or becomes part of the public domain at the time of disclosure, other than by breach of this Contract by Supplier or its representatives, or (ii) the information must be disclosed in accordance with mandatory laws.
- 1.6 **"Contract"** means these Terms and Conditions, together with (i) the Purchase Order to the extent accepted in writing by Supplier, (ii) the Special Conditions and (iii) any agreed subsequent Change Orders.
- 1.7 **"Contract Price"** means the total sum indicated in the Contract or as modified in accordance with these Terms and Conditions. For Supplies carried out on a time and material basis, the Contract Price shall be determined in accordance with the rates specified in the Contract.
- 1.8 **"Customer"** means the person or entity who is or will be customer of Purchaser for the Supplies, including but not limited to the end-user (ultimate owner of the Supplies).
- 1.9 **"Day(s)"** means calendar day(s) unless the term Working Day(s) is used.
- 1.10 **"Delivery Date"** means the date or the dates agreed between the Parties with regard to the performance of the Supply in the Contract or as modified in accordance with these Terms and Conditions.
- 1.11 **"Disclosing Party"** means the Party disclosing Confidential Information to the other Party.
- 1.12 **"Dispute"** means any and all disputes arising under or relating to this Contract, including any claims based on statutory or common law.
- 1.13 **"Effective Date"** means the date of issuance of the Purchase Order or such other date as may be expressly stated in the Purchase Order or Contract.
- 1.14 **"Export Item"** means any Supplies, including commodities, software or technology provided by Supplier that is required to be exported or re-exported under the Contract.
- 1.15 **"Force Majeure Event"** means an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment ("the Affected Party") proves:
- a) that such impediment is beyond its reasonable control; and
 - b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
 - c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.
- 1.16 **"Foreground IPR"** means any and all Intellectual Property Rights generated individually by either of the Parties or by jointly both of the Parties in the execution of the Contract.
- 1.17 **"Free Issue Materials"** means the equipment, materials and/or tools (such as but not limited to test specimen, dies, jigs, fixtures, patterns, gauges, molds, test equipment, equipment for repairs or servicing by Supplier, equipment for incorporation in or for testing of the Supplies) delivered or provided to Supplier by Purchaser, Customer, or other party on behalf of Purchaser or Customer for or in connection with the execution of the Contract.
- 1.18 **"Goods"** means any products, furnishings, equipment and any other tangible items provided by the Supplier.
- 1.19 **"Incoterms"** means, unless otherwise agreed or specified, the latest version as per the Effective Date of the document published under the name "Incoterms" by the International Chamber of Commerce".

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- 1.20 **"Information"** means all information such as drawings, test plans, samples, treatment and material composition which is, regardless of its physical nature, made available to the Supplier by or on behalf of Purchaser for the performance of the Contract.
- 1.21 **"Intellectual Property Rights"** or **"IPR"** means any invention, patent, patent application, trademark, trademark application, designs, design application, copyright, data base right, know-how, data, information, methods, utility models or other similar rights in any country (all whether or not registered) whenever and however arising and including any renewals and extensions.
- 1.22 **"Laws and Regulations"** means: (i) any legislation, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Goods and Services are provided to or in respect of; (ii) any binding court order, judgment or decree; (iii) any applicable industry code, policy or standard; or (iv) any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business.
- 1.23 **"Liquidated Damages"** means an expressly stated amount in the Contract to be paid by Supplier as compensation for estimated damage that Purchaser may incur in the event of breach of Contract such as failure to meet Delivery Date or performance guarantees. Such expressly stated amount is agreed by the Parties to be a pre-estimate of such damages and/or loss and is under no circumstances to be considered as penalty.
- 1.24 **"Party"** or **"Parties"** means Purchaser or Supplier respectively Purchaser and Supplier.
- 1.25 **"Personal Data"** means any information which are related to an identified or identifiable natural person.
- 1.26 **"Purchase Order"** means the order documents issued by Purchaser to order the Scope of Supply.
- 1.27 **"Purchaser"** means the Sulzer Affiliated Company issuing the Purchase Order or defined as Purchaser in the Contract.
- 1.28 **"Purchaser Group"** means the Purchaser, its Affiliated Companies, its contractors (excluding the Supplier) and its and their respective employees, officers, directors, representatives, agents and invitees.
- 1.29 **"Purchaser Provided IPR"** means any and all Intellectual Property Rights in all materials, Information and data provided by or on behalf of Purchaser or Customer to Supplier in connection with the Contract.
- 1.30 **"Quality Assurance"** means the quality assurance documentation, including but not limited to the quality records, method statements, description of the production and work procedures etc. as required under Purchaser's, Customer's and/or Supplier's quality requirements.
- 1.31 **"Receiving Party"** means the Party receiving Confidential Information from the Disclosing Party.
- 1.32 **"Sanctions"** means any trade or economic sanctions (e.g. embargoes, etc.) in force at the time of export in the Purchaser's and/or Supplier's country of export and/or, in the case of re-export, in force at the time of re-export in the country of origin of the particular re-exported Item.
- 1.33 **"Services"** means the services to be performed by Supplier as set forth in the Contract.
- 1.34 **"Special Conditions"** means any amendments or additions to these General Conditions for the Procurement of Goods and Services that are included in the Purchase Order.
- 1.35 **"Supply"** or **"Supplies"** means the Goods and/or Services (including any Testing Services), supplies and/or other deliverables to be delivered under the Contract.
- 1.36 **"Supplier"** means the Party named or defined as Supplier in the Purchase Order, or, if not defined in the PO, the party delivering the Supplies.
- 1.37 **"Supplier Background IPR"** means any and all Intellectual Property Rights owned or controlled by Supplier and/or any of its sub-suppliers pre-existing the performance under the Contract or separately developed outside of the Contract by Supplier and/or any of its sub-suppliers and that are used by Supplier in connection with or to perform the Contract or are required for the use of the Supplies, but for the avoidance of doubt shall not include Purchaser Provided IPR.
- 1.38 **"Supplier Group"** means the Supplier, its Affiliated Companies, its subcontractors and its and their respective employees, officers, directors, representatives, agents and invitees.
- 1.39 **"Terms and Conditions"** means these Terms and Conditions of Purchase.
- 1.40 **"Testing Service"** means tests conducted by the Supplier on materials, samples, components or products provided by or on behalf of the Purchaser or any third party, or produced or prepared by the Supplier on Purchaser's behalf.
- 1.41 **"Working Day"** means a Day other than a Saturday or a Sunday on which banks are open the whole day for general business at the domicile of the Supplier.

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2. General

- 2.1 Subject to Clause 2.5 the Contract constitutes the entire agreement between Purchaser and Supplier with respect to the performance of the Supplies and supersedes all previous negotiations, representations and/or agreements between the Parties, both written and oral. In particular, all standard or other sales terms submitted by Supplier in any of Supplier's documents, communications or acknowledgements, whether prior to or after the Effective Date and any additional contrary or different terms implied by trade, custom, practice or course of dealing, are void and unenforceable and are hereby excluded unless agreed in writing by Purchaser and included in a Purchase Order or Contract.
- 2.2 To purchase Supplies, Purchaser shall submit a Purchase Order setting out the type, quantity, price, date of delivery and/or performance together with other relevant information. Supplier shall expressly/formally notify its acceptance or refusal of the Purchase Order within five (5) days from Purchase Order submission (unless a different period is stated on the Purchase Order). Purchase Orders not formally accepted in accordance with the preceding sentence shall be deemed accepted by Supplier. Purchaser reserves the right to cancel such rejected Purchase Orders without any obligation of payment with respect to such rejected or cancelled Purchase Orders. Purchaser shall not be obligated to purchase and pay for any Supplies which have not been included in a Purchase Order.
- 2.3 Purchaser's submission of a Purchase Order shall be deemed an offer to purchase the Supplies under these Terms and Conditions. Once Supplier (i) accepts (or is deemed to accept) the Purchase Order; (ii) initiates performance of the Supplies in whole or in part, or (iii) uses any other method to express its assent to the provisions hereof, there shall be a binding contractual relationship/agreement between the Parties consisting of the Purchase Order respectively Contract and these Terms and Conditions.
- 2.4 In case of an inconsistency between the said documents within the Contract, the following order of priority shall apply:
- Change Orders and any documents incorporated by reference therein, mutually agreed by both Parties, latest date priority, and clearly identified as Change Order;
 - Purchase Order and its specifications
 - Special Conditions;
 - These Terms and Conditions.
- In case of conflict or inconsistency between the provisions hereof and any applicable laws or regulations, the provisions hereof shall prevail, to the extent legally possible (and to the extent legally impossible, be amended accordingly).
- 2.5 If a separate agreement exists or is subsequently entered into between the Parties shown or referred to on the Purchase Order with respect to the Supplies covered by such Purchase Order, that agreement shall apply in place of these Terms and Conditions.
- 2.6 The Parties expressly acknowledge and agree that their relationship hereunder shall be non-exclusive, and that each of them may, subject to the obligations hereof pertaining to proprietary or confidential information or the like, enter into substantially similar agreements with other parties with respect to (i) products and/or services similar (or substantially similar) to the Supplies contemplated hereunder, or part thereof, or (ii) as

applicable, the Supplies or part thereof. If Supplies are customized for Purchaser in accordance with Purchaser's proprietary specifications, designs and requirements, Supplier shall not supply, manufacture, offer to supply or manufacture, otherwise provide, or enter into any agreement to provide any such Purchaser-designed products or articles of manufacture to others, unless otherwise expressly agreed to by Purchaser in writing.

- 2.7 The Parties expressly acknowledge and agree that unless specifically included in a Purchase Order/Contract, Purchaser makes no commitment of any kind with respect to a business volume or the like.
- 2.8 Where used in the Contract the words "include", "Includes", "including" shall be deemed to be followed by the words "but not limited to".
- 2.9 In these Terms and Conditions, i) headings are for convenience only and shall not affect the interpretation of the Contract, ii) references to "includes", "including" or "such as" shall not be deemed as conclusive, but rather in a sense of "but not limited to".

3. Delivery

- 3.1 The Supplier shall:
- execute and complete the Supplies in accordance with the requirements of the Purchase Order / Contract and provide to Purchaser all drawings, manuals, test results, reports and any other items as may be required by the Contract.
 - provide all labor, plant, materials and everything required for the execution of the Supplies to fulfill the requirements of the Purchase Order / Contract.
- 3.2 Time is of the essence in relation to Supplier's performance of the Contract. Supplier shall deliver the Supplies and the related documentation in the quality and at the date(s) specified in the Contract. Delivery Date shall be deemed to have been met only for Supplies and documentation which are in conformity with the Contract. Time extensions shall only be accepted in Change Orders or to the extent agreed by Purchaser in writing. Unless otherwise stipulated and agreed in a Change Order, the Supplier shall not be exempt from its liability for delay.
- 3.3 In the event of any delay, Supplier shall immediately notify Purchaser giving details of its proposed action plan to be implemented at Supplier's cost in order to correct such delay. In the event that Purchaser in its sole discretion considers that such Supplier proposal is inadequate, Purchaser reserves the right to provide a revised action plan and Supplier shall implement such plan at Supplier's cost. Any actions by Supplier in accordance with this Clause 3.3 or any action plan, or lack of action plan, shall not relieve Supplier of its liability for delay.
- 3.4 Where the Delivery Date is determined by a period of time, such period shall commence at the Effective Date unless expressly stated otherwise in the Purchase Order.
- 3.5 Where it is required by the Contract for the Supplier to execute part of the Supplies at the Purchaser's or on the Customer's site the Supplier shall observe the same working hours as the Purchaser or the Customer as the case may be and shall comply with all applicable rules and regulations governing the execution of work at such locations.

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- 3.6 In the event of presence or activity of the Supplier on any Purchaser or Customer site, the Supplier shall at all times comply with all applicable Environment, Health and Safety (EHS) rules, requirements, regulations and laws, as well as any Purchaser and/or Owner internal rules and instructions, relating to EHS.
- 3.7 In particular, the Supplier shall throughout the execution and completion of the work and delivery of the Goods and the remedying of any defects or omissions therein:
- observe and procure all its personnel at all the times observe all the EHS rules, requirements, regulations and laws, the site internal rules and procedures, applicable site risk management plan of the site and applicable instructions of the Purchaser and/or Customer,
 - perform the Supplies in an orderly state appropriate to the avoidance of accident/danger to such persons.
- 3.8 Purchaser shall have the right to postpone or suspend the performance of the Supplies in whole or part at Supplier's risk and expense if it has reason to believe that the Supplier is not performing the Supplies in compliance all applicable EHS rules, requirements, regulations and laws, as well as any Purchaser and/or Customer internal rules and instructions.
- 4. Late Deliveries**
- 4.1 If the Supplies and/or any associated documents are not delivered in accordance with the applicable Delivery Dates, then, without limiting any other remedy under contract and at law, Supplier shall owe Purchaser Liquidated Damages in an amount equal to one percent (1%) of the Contract Price for each day after the applicable Delivery Date that the Supplies remain undelivered. Purchaser shall be entitled to deduct any liquidated damages due from the Contract Price. The maximum amount payable by Supplier for any one failure shall not exceed fifteen percent (15%) of the Contract Price.
- 4.2 It is agreed that the payment of such Liquidated Damages shall be considered by the Parties as a genuine pre-estimate of the loss that Purchaser may incur due to delay, and is not a penalty. In particular, it shall not release the Supplier from paying additional damages for delay.
- 4.3 The Purchaser shall have no obligation to serve a prior notice of its intention to claim Liquidated Damages and the Supplier is rightfully liable to the Liquidated Damages without having received such a notice from Purchaser.
- 4.4 Incomplete deliveries shall be considered as late deliveries. Delivery of defective Goods or incorrect Services or the submission of incomplete, inaccurate or incorrect documents shall result in the Supplies considered to be undelivered.
- 4.5 Liquidated damages can be claimed by Purchaser as debt due and are due and payable to Purchaser within 30 days after issuance of the corresponding invoice. Purchaser may reserve its right to offset Liquidated Damages against the purchase price or parts thereof.
- 5. Transfer of Title and Risk**
- 5.1 Title to the Supplies and parts thereof shall be transferred to Purchaser upon delivery or payment, whichever comes earlier unless otherwise agreed by the Parties in the Purchase Order / Contract. Additionally, Purchaser may, at Supplier's expense and risk, return quantities in excess of the amounts specified in the Purchase Order / Contract.
- 5.2 Risk of loss or damage to the Supplies shall pass from Supplier to Purchaser in accordance with the Incoterm specified, if any, or otherwise upon delivery.
- 5.3 Supplier undertakes to impose corresponding obligations to its sub-suppliers in order to ensure that Purchaser's rights under this Clause 5 shall also apply to sub-supplies related to the Supplies.
- 5.4 Any materials, components, tools, patterns, dies, equipment, consumables and other items belonging to or provided by Purchaser, which are in Supplier's custody, shall be clearly marked and recorded by the Supplier as Purchaser's property. During such custody, the risk remains with Supplier. Upon the Purchaser's request, the Supplier shall at any time allow the Purchaser and/or any third party mandated by the Purchaser to enter any premises of the Supplier to retrieve its property
- 6. Price and Payment**
- 6.1 The Purchaser's payment obligation is contingent upon the complete execution and delivery of the Supplies in accordance with the terms of the Contract. Partial delivery requires Purchaser's prior written consent.
- 6.2 Unless otherwise stated in the Purchase Order, the agreed Contract Prices shall be fixed prices, shall remain unchanged until completion of the Contract and shall include packaging, insurance and freight costs as well as all applicable taxes, customs and duties (but exclusive of Value Added Taxes (VAT)).
- 6.3 VAT and other comparable taxes levied on sales such as sales taxes, packaging costs and freight cost shall be stated separately in the invoice. The format of the invoice must be in text form and electronically available and in compliance with the applicable Laws and Regulations. It shall state the number of the Purchase Order or Contract, identify details of the Supplies and other requirements, if any, mentioned in the Contract.
- 6.4 Unless otherwise specified in the Purchase Order or Contract, Supplier shall within thirty (30) days of shipment or delivery of the Supply (as applicable) submit to Purchaser an invoice in the format required by Purchaser and as specified in the Purchase Order or Contract. The invoice shall be accompanied by certification and documentation, set out in the Purchase Order or Contract including but not limited to, proof of shipment or delivery (as applicable) and shall state the Purchase Order or Contract reference number. Any invoice submitted without all required information will be considered as an invalid invoice and will result in the invoice being returned without payment. Payment of correctly submitted invoices shall be made net ninety (90) calendar days from receipt and acceptance of the Supplies by Purchaser unless, (i) in Purchaser's reasonable opinion, the Supply is defective and/or have been unsatisfactorily performed, or fail to conform to the warranties, specifications or representations provided hereunder, (ii) Purchaser disputes the correctness of the invoice submitted, in which case the Parties shall use their best efforts to settle the dispute at the earliest, or (iii) different payment terms are specified in the Purchase Order or Contract.
- 6.5 Supplier shall only be entitled to assign claims against Purchaser to third parties including debt collection agencies with Purchaser's prior written approval.
- 6.6 The payment by Purchaser of any sums under the Contract does not constitute acceptance of any of the Supplies nor any waiver of any rights or remedies nor does such payment relieve Supplier of any of its obligations under the Contract.
- 6.7 Purchaser may set off any amount owed by Purchaser to Supplier against any amount owed by Supplier to Purchaser. Supplier shall be liable for any and all costs associated with incorrect invoicing. As applicable, any

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6.8 early payment discount may be mutually agreed upon in the Purchase Order or Contract. Purchaser reserves the right to reject any invoice submitted more than three (3) months after the final goods receipt for products or the completion of the Services contemplated under the corresponding Purchase Order or Contract.

6.9 In the event Purchaser makes advance payments, Supplier shall provide and maintain at its cost and upon request of Purchaser an irrevocable, unconditional first demand bank guarantee in the amount of the advance payment, issued by a first-class bank acceptable to Purchaser, having a validity date thirty (30) days after the final Delivery Date.

6.10 Supplier warrants that the applicable prices are no more than the prices charged to other clients for contemporaneous sales of similar Supplies in the same or substantially similar volumes, and under substantially similar terms and conditions.

7. Free Issue Materials

7.1 The title to Free Issue Materials shall remain with Purchaser (or with the Customer or any third party as the case may be), even after Supplier has used them or performed services on them. The Free Issue Materials shall at all times be marked as Purchaser's (or Customer's or other contractor's) property (as the case may be), shall be stored separately until used for performance of the Contract and shall be insured by Supplier under an all-risks insurance policy for their full replacement value.

7.2 Supplier shall notify Purchaser immediately following receipt of Free Issue Material of any claim of faulty, damaged or insufficient quantity or quality of Free Issue Material, absent such notification any claim is waived.

7.3 Free Issue Materials must not be copied, analyzed, reverse engineered or used for any other purpose except for the execution of Purchase Order or Contract.

7.4 Supplier grants Purchaser, Customer or other contractor, as the case may be, free access at any reasonable time for the purposes of inspecting or recovering any Free Issue Material.

8. Packing

8.1 The Contract may prescribe the manner in which the Supplies are to be packaged for delivery. Unless otherwise specified, all Supplies shall be packed, marked and otherwise prepared for shipment in a manner which (i) complies with applicable Laws and Regulations, (ii) is acceptable to common carriers, (iii) provides necessary lifting, handling, and shipping information (and other relevant information identified by Purchaser), (iv) is adequate for storage and protection against weather, corrosion and erosion, and (v) is appropriate to ensure safe arrival of the Supplies at the named destination and in good condition (the foregoing includes as required, the use of cushioning material or vacuum packing to prevent damage during transportation). In addition, the following requirements apply: if specific export packing requirements exist for a particular Supply (i.e. said requirements result from the type/characteristics of the Supply concerned), Supplier shall ensure that adequate documentation reflecting the same is furnished; additionally, wooden packaging or packing of any kind including wooden boxes, materials or pallets must only be made of heat-treated timber, and must comply with the International Standards for Phytosanitary Measures, also referred to as ISPM (<https://www.ippc.int/en/>). All machined faces

shall be protected for transport to ensure that they arrive at their final destination undamaged and free from rust and other deficiencies.

8.2 In line with the Purchaser's focus on environmental aspects, without jeopardizing the integrity of the packing, the Supplier shall endeavor to reduce the packing volumes and weights, to use as much as possible recycled materials and to limit the use of plastic in the packing process.

8.3 The Supplier shall ensure that all Supplies containing radioactive or hazardous materials are properly classified, described, packaged, labeled and shipped in compliance with all applicable Laws and Regulations and in observation of any codes of practice pertaining thereto

8.4 If the Supplier delivers the Supplies in a more expensive way than specified, any increased transportation costs shall be paid by the Supplier. Purchaser shall have no responsibility for the return of any packing materials.

9. Changes

9.1 At any time, Purchaser has the right to instruct Supplier in writing to vary any aspect of the Contract including the type, quantity and quality of the Supplies and the time, method and place of delivery/performance, and Supplier shall proceed with such variation as instructed. Variations may include Changes as defined herein.

9.2 If any Change affects the Contract Price and/or Delivery Date, Supplier shall inform Purchaser in writing of the effects thereof within three (3) Working Days of receipt of Purchaser's instruction and provide a detailed report confirming the impact of such Change on the Purchase Order or Contract. A mutually agreed equitable adjustment shall be made to the Contract Price and/or Delivery Date which must be formalized through a Change Order; however, Supplier shall forthwith proceed with any instruction of Purchase (including Changes) regardless of agreement or otherwise of its effect on Contract Price and/or Delivery Date. Should Supplier fail to notify Purchaser of such effects within the required period of time, then Supplier waives all rights to any adjustment.

9.3 Supplier shall not be entitled to vary any aspect of the Contract without Purchaser's prior written approval.

10. Warranty

10.1 Supplier warrants that:

(i) it shall obtain and maintain all licenses and permits required under applicable Laws and Regulations in connection with the supply of the Supplies;

(ii) it has good and marketable title to all Supplies which are free from and clear of any liens, claims, encumbrances and Supplier is the owner or has the legal right to provide the Supplies to the Purchaser;

(iii) it shall perform and complete the Supplies in accordance with the requirements, specifications, technical standards, instructions and quality requirements of the Contract. Where no standards are specified in the Contract the Supplier shall apply those standards that are industry accepted for the type of Supplies being provided having regard for their application;

(iv) it shall perform its obligations under the Contract by exercising the required skill, care diligence, prudence, foresight and operating practices which would reasonably be expected from a skilled and experienced supplier engaged in a similar undertaking as that of the Supplier under the same or similar circumstances as that of the Contract and in compliance with all relevant Laws and Regulations;

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- (v) the Supplies shall be new (unless used Supplies have been explicitly ordered), of good quality and workmanship, free from defects in workmanship, materials, manufacture and design, be fit for their intended purpose as set out in the Contract and comply with all applicable Laws and Regulations. The Supply or Purchaser's use and/or enjoyment thereof shall be in accordance with the Purchase Order or Contract and not infringe any third-party intellectual property or other rights;
- (vi) it shall have in place a documented quality assurance program meeting the requirements of ISO 9001 in its latest edition or of an internationally recognized standard of the same level (such as API Specification Q1 9th Edition);
- (vii) no alternative supplies or substitutions shall be made without the prior written consent of Purchaser (e.g. deviations from specifications, origin of materials or products, manufacturing processes, labelling); and
- (viii) it is skilled and experienced for the provision of its Services and has the necessary resources (including management and financial resources) and capacity to meet all of its obligations under the Contract.
- 10.2 In the event of any breach of the warranties provided hereunder, Supplier shall (i) indemnify Purchaser from and against any losses, damages, liabilities and costs resulting from such breach, and (ii) at the Purchaser's direction and option, promptly correct, replace or re-perform any breach at no cost to the Purchaser. In the event that the Supplier fails to promptly correct such breach the Purchaser shall be entitled to have the deficiency corrected through its own resources, or through a third party, at Supplier's cost. Any Supplies repaired or replaced shall be warranted for an additional period equal to the same duration as the original Supplies. For the avoidance of doubt, the Supplier shall be liable to the Purchaser for any costs associated with the removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and retrofit of the nonconforming Supplies, all freight charges and Customer's charges; and all other corrective action costs (including costs of additional inspection or quality-control systems).
- 10.3 The warranty period shall be as stated in the Contract, if no such period is stated then the warranty period for the Supplies shall be the longer of (i) thirty-six (36) months from the date of first commercial use of the Supplies by the Customer, or (ii) forty-eight (48) months from delivery, whichever occurs later. Longer warranty periods under the applicable law shall prevail. Supplier shall remain liable for Latent Defects for a period of five (5) years beyond the end of warranty period as mentioned herein above. For the purposes of this clause, the term "Latent Defect" means the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the warranty period. In case of Latent Defects arising, the Purchaser shall be entitled to the remedies as stated in Clause 10.4 below.
- 10.4 The Purchaser may decide that Supplier's correction of any defective Goods and/or Services will be prejudicial to the Purchaser's interest in which case the Purchaser shall be entitled to perform the Supplier's responsibilities as described either itself or through a third party, The Purchaser shall notify Supplier accordingly and shall be entitled to recover from Supplier the full amount of costs and expenses incurred by the Purchaser as a direct result of carrying out such responsibilities.
- 10.5 Supplier represents, declares, and warrants that the Supplies shall be provided (100%) free from asbestos when delivered by or on behalf of Supplier to the Purchaser. Supplier shall release, defend, indemnify, and hold the Purchaser harmless from and against any and all Claims or losses resulting from breach of this warranty.
- 10.6 The foregoing warranties and remedies shall (i) apply to the benefit of the Purchaser, its Affiliates, or its or their Customers (ii) not be affected by delivery to, inspection, acceptance or payment by the Purchaser and (iii) shall be in addition to all other warranties under applicable law.
- 10.7 The Purchaser may notify defects discovered during the warranty period at any time provided only that it does so prior to the expiry of a period of thirty (30) days after the end of the applicable warranty period.
- 11. Spare Parts**
- 11.1 If the Supplier intends to discontinue the manufacture of spare parts, consumables or special tools for the Goods, the Supplier shall immediately give 12 months prior written notice to the Purchaser of such intention and give the Purchaser the opportunity to (i) order at prices set forth in the Purchase Order or, if such prices do not apply, at reasonable market prices, such quantities of spare parts, consumables or special tools, as the Purchaser shall reasonably require; and/or to (ii) purchase or license, at a reasonable price, such drawings, patterns, specifications and other information as the Purchaser may require to enable the Purchaser to make or have made such spare parts or special tools.
- 11.2 If the parties do not reach an agreement in relation to the above, the Supplier shall make available, as and when required, on reasonable commercial conditions for at least 10 years, all spare parts, consumables and special tools required for the purpose of maintaining or repairing the Goods.
- 11.3 If the Supplier fails at any time fail to fulfill its obligations set forth in this Clause 11, the Purchaser shall in addition to any other rights that it may have, be entitled to request the Supplier to provide a royalty-free, non-exclusive and assignable license to produce spare parts, consumables or special tools for the Goods and Supplies. Pursuant to such license, the Supplier shall provide the Purchaser with copies of all drawings, patterns, specifications and other information required for the said purpose.
- 11.4 Nothing contained in this Clause 11 shall compel the Purchaser to buy any spare parts, consumables and/or special tools from the Supplier or its sub-suppliers.
- 12. Indemnity Clause**
- 12.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PURCHASER BE LIABLE TO THE SUPPLIER BY WAY OF INDEMNITY, OR BY REASON OF ANY BREACH OF CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING NEGLIGENCE) UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE FOR ANY LOSS OF PROFIT, WASTED EXPENDITURE, LOSS OF CONTRACTS OR EARNINGS (ACTUAL OR ANTICIPATED), DELAY DAMAGES, INTERRUPTION OR LOSS OF PRODUCTION, LOSS OF USE, LOSS OF OPPORTUNITY OR BUSINESS, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER THAT MAY BE SUFFERED BY THE SUPPLIER.

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12.2 SUPPLIER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD PURCHASER GROUP HARMLESS FROM AND AGAINST ANY:

- (I) CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, PROCEEDINGS, AWARDS, DAMAGES, LOSSES, FINES, PENALTIES, COSTS, EXPENSES AND LIABILITIES, INCLUDING LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES ("CLAIMS") ARISING OUT OF DEATH, ILLNESS OR INJURY, PROPERTY LOSS OR DAMAGE, OR ANY OTHER LOSS, DAMAGE OR COST AS A RESULT OF OR IN CONNECTION WITH (I) WORKMANSHIP DEFECTS IN THE SUPPLY (II) FAILURE TO DELIVER THE SUPPLY IN ACCORDANCE WITH THE RELEVANT SPECIFICATIONS, (III) THE NEGLIGENT ACT OR OMISSION OF THE SUPPLIER GROUP UNDER THE CONTRACT, OR (IV) SUPPLIER GROUP'S BREACH OF ITS OBLIGATIONS UNDER THE CONTRACT, INCLUDING WITHOUT LIMITATION AS A RESULT OF DEFECTS IN THE SUPPLY.
- (II) CLAIMS ARISING OUT OF ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT, OR ANY LITIGATION BASED THEREON, WITH RESPECT TO THE SUPPLY OR USE THEREOF, EXCEPT TO THE EXTENT THAT SUCH INFRINGEMENT RESULTS SOLELY FROM THE MANUFACTURE OF THE PRODUCTS PURSUANT TO DETAILED PROPRIETARY DESIGNS FURNISHED BY THE PURCHASER. THE FOREGOING INDEMNITY IS CONDITIONAL UPON (I) PROMPT WRITTEN NOTICE OF ANY CLAIM TO THE SUPPLIER, PROVIDED HOWEVER THAT THE PURCHASER'S FAILURE TO PROVIDE OR DELAY IN PROVIDING SUCH NOTICE SHALL NOT RELEASE SUPPLIER OF ITS OBLIGATIONS UNDER THIS CLAUSE 12, EXCEPT TO THE EXTENT SUCH FAILURE OR DELAY PREJUDICES THE DEFENSE, (II) THE SUPPLIER'S CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM, AND (III) REASONABLE COOPERATION AND ASSISTANCE BY THE PURCHASER IN THE DEFENSE AND SETTLEMENT OF SUCH CLAIM AT THE EXPENSE OF THE SUPPLIER. THE SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY THE PURCHASER WITHOUT THE SUPPLIER'S PRIOR WRITTEN CONSENT. THE PURCHASER SHALL AT ALL TIMES HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT ITS OWN EXPENSE. IF ANY PART OF THE SUPPLY BECOME, OR IN THE SUPPLIER'S OPINION, ARE LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, THE SUPPLIER SHALL PROCURE FOR THE PURCHASER THE RIGHT TO CONTINUE THE USE THEREOF, OR REPLACE OR MODIFY THE SAME SO THAT IT BECOMES NON-INFRINGEMENT (PROVIDED THE SAME LEVEL OF FUNCTIONALITY IS MAINTAINED). THE SUPPLIER SHALL ALSO BE LIABLE FOR ANY DAMAGES ASSESSED AGAINST THE PURCHASER GROUP OR THE CUSTOMER ARISING OUT OF THE USE OF THE SAME PRIOR TO THE DATE UPON WHICH THE SUPPLIER PERFORMED ANY OF THE FOREGOING REMEDIAL ACTIONS.
- (III) CLAIMS WHICH ARE OR MAY BE ASSERTED BY ANY REGULATORY OR GOVERNMENTAL AUTHORITY OR THIRD PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO ACTIVITIES WHICH ARE UNLAWFUL OR IN BREACH OF THE CONTRACT, OR WHICH ARE NOT AUTHORIZED UNDER THE TERMS OF THE CONTRACT.

- (IV) CLAIMS ARISING FROM PUBLIC OR PRIVATE NUISANCE, ENVIRONMENTAL DAMAGE, CONTAMINATION, SUDDEN AND ACCIDENTAL POLLUTION OR ANY OTHER ENVIRONMENTAL PROBLEMS INCLUDING THOSE ARISING OUT OF ANY ACTS OR OMISSIONS OF SUPPLIER IN PERFORMING THE SUPPLY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (I) SURFACE, UNDERGROUND, AIR, GROUND WATER OR SURFACE WATER CONTAMINATION, (II) THE RESTORATION OR RECLAMATION OF OR FAILURE TO RESTORE OR RECLAIM ANY PART OF PURCHASER'S AND/OR OWNER'S PROPERTY OR OTHER PROPERTY AFFECTED BY SUCH ENVIRONMENTAL PROBLEM.

13. Taxes and Customs

- 13.1 Except as otherwise agreed by the Parties in writing and subject to Clause 13.4, the prices (rates of compensation) provided in the Purchase Order or Contract shall include all applicable taxes, duties, and levies paid, payable, levied or assessed on Supplier and/or any of its employees, agents, subcontractors and similar by the relevant government, and arising directly and/or indirectly from the provision of the Supplies by Supplier under the Contract.
- 13.2 Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest) including, by way of illustration and not limitation, corporate tax, income tax, branch profit tax, capital gains tax, or franchise tax payable, levied, imposed, or assessed upon the revenue, profits, or assumed profits of Supplier arising directly and/or indirectly from the performance of the Contract.
- 13.3 Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest), including, by way of illustration and not limitation, personal income tax, employment compensation insurance, old age benefits, welfare funds, pensions and annuities, national insurance contributions, social security benefits and disability insurance, sales and use tax, value-added tax, customs and import duties and levies and similar charges payable, levied or imposed on any of its employees, subcontractors or agents and arising directly or indirectly from the performance of the Purchase Order.
- 13.4 The prices are exclusive VAT and/or Sales Tax. If applicable, VAT and/or sales tax will be added to Supplier's invoices and such invoices will be presented in accordance with applicable regulations with respect to VAT and/or Sales Tax.
- 13.5 Purchaser may, without liability to Supplier, withhold any taxes or other government charges or levies from any payments which would otherwise be made by Purchaser to Supplier to the extent that such withholding may be required by the existing or future legislation, orders, rules or directions of any competent taxing authority. Purchaser shall provide a receipt in respect of any tax withheld. Where the requirements for any withholding are avoided by Supplier holding an appropriate valid exemption certificate it is the duty of Supplier to: (i) inform Purchaser on a timely basis that such a certificate is held and to inform Purchaser of any change to or cancellation of the certificate and; (ii) provide copies of the certificate or any other proper documentation evidencing the exemption or any further information that may be required to avoid such withholding. Failure on the part of Purchaser to withhold or deduct any taxes from Supplier does not remove the liability for those taxes from being declared and paid by Supplier.
- 13.6 Supplier shall defend, indemnify, and hold Purchaser harmless from and against any and all liabilities to any competent authority resulting from Supplier's failure to (i) make timely payment of or pay any of the charges

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specified in Clauses 13.2, 13.3, or 13.5 above, including interest, penalties and any other liability arising from such failure, or (ii) comply with the reporting, filing or other procedural requirements with respect to their payment.

13.7 In the event that Purchaser receives a direct request from any governmental authority requesting information regarding Supplier, and upon written request by Purchaser, Supplier shall provide evidence to confirm Supplier's compliance with governmental tax reporting and payment obligations.

13.8 The Supplier confirms that it has been made aware of Sulzer's Supplier Code of Business Conduct for Service providers (supplier_code_of_business_conduct.ashx) and represents and warrants to comply with the requirements set forth therein at all times. Supplier shall ensure that any sub-suppliers abide by these requirements as well.

14. Liens and similar Claims

14.1 Supplier guarantees that all Supplies to be delivered under the Contract and any property of Purchaser or Customer will be free of any lien, encumbrance or claim of any nature by any third party and Supplier shall furnish, upon request, receipts and releases evidencing that all related costs and expenses have been paid, and that no third-party claims, liens or rights of liens exist.

14.2 Supplier shall indemnify and defend Purchaser and the Customer against any and all liens, claims, demands, actions, suits, proceedings and judgments which may be brought or secured against by reason of Supplier's breach of this Clause 14.

15. Intellectual Property

15.1 All rights title and interest in Purchaser Provided IPR will at all times remain vested in the Purchaser, the Company or other party as the case may be.

15.2 All rights title and interest in Supplier Background IPR will at all times remain vested in the Supplier or its sub-suppliers as the case may be.

15.3 All rights title and interest in Foreground IPR will vest in the Purchaser upon generation.

15.4 Supplier grants Purchaser and Customer a royalty free, unlimited, non-exclusive, irrevocable, worldwide and transferable license to use Supplier Background IPR and any enhancement, modification or adaptation carried out under the Contract and shall ensure that its sub-suppliers provide similar licenses necessary for the use, modification, maintenance or sale of the Supplies, or for the Purchaser's fulfilment of its obligations towards the Customer. Such license shall extend to any background IPR supplied by any sub-supplier.

15.5 Supplier warrants that the Supplies, any component part thereof, and the use or application of the Supplier Background IPR and any enhancement, modification or adaptation carried out under the Contract shall not infringe any intellectual property rights of third parties. In the event of any such infringement, Purchaser may, in its sole discretion, require Supplier to procure the right to use the Supplies without impairing its suitability or modify or replace it so that it is rendered non-infringing. Supplier shall defend, indemnify and hold harmless Purchaser against any claims resulting from the infringement of third-party intellectual property rights.

16. Termination for Cause

16.1 Purchaser may cancel a Purchase Order, in whole or in part, without any penalty or liability, at any time prior to its acceptance by Supplier.

16.2 In the event (i) Supplier's financial situation deteriorates or if the Supplier becomes bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver, administrator or liquidator is being appointed on account of Supplier's insolvency, ceasing to trade or failing to pay debts, or (ii) Supplier is in default of any requirements under the Contract, or (iii) Supplier does not conform to the compliance requirements as set forth in Clause 23 of these Terms and Conditions respectively to the Purchaser's Business Ethics Conduct, Purchaser may without any penalty, by written notice to Supplier, without prejudice to any other rights or remedies which Purchaser may have under the Contract, cancel any further performance by Supplier under the Contract.

16.3 In the event of such cancellation, Purchaser may:

require Supplier to (i) transfer title to, and deliver to Purchaser in the manner, time, and extent directed by Purchaser, any completed or partially completed Supply and materials, parts, tools, designs, fixtures, plans, drawings and information and transfer contract rights that Supplier acquired for the performance of the terminated part of the Purchase Order, (ii) grant to Purchaser a royalty-free, assignable and non-exclusive license to use and permit the use of the Supply, and (iii) grant Purchaser access to Supplier's designs, processes, drawings, premises and technical data to permit completion by Purchaser of the terminated part of the Purchase Order; and/or complete the performance of the Contract by such means as Purchaser selects and Supplier shall be responsible for any additional costs, expenses, loss and damages incurred by Purchaser in so doing. Supplier shall deliver or assign to Purchaser any Supplies in progress as Purchaser may request. Any amounts due to Supplier for the portion of Supplies completed by Supplier in full compliance with the terms of the Contract prior to such termination shall be subject to set off of Purchaser's additional costs, expenses, loss and damages incurred by Purchaser as a result of Supplier's default.

17. Termination for Convenience and Rescheduling

17.1 Purchaser reserves the right to terminate the Contract at any time for any reason during performance of the Contract, in whole or in part, upon written notice to Supplier. The termination notice shall specify the extent to which the Purchase Order is terminated and the time at which such termination becomes effective and Supplier shall fully comply with such notice. Subject to Clause 16.1, Purchaser shall pay Supplier all its reasonably substantiated direct costs incurred as a result of such termination, however not exceeding the portion of the Contract Price that represents the completed part(s) of the Supplies subject to the Supplier submitting a detailed and substantiated statement of any applicable termination costs within twenty (20) days of receipt of the termination notice. Such reimbursable expenses shall not include any profit, fixed overhead, royalties, development cost and other similar costs of Supplier. In consideration of the payment made, Supplier shall deliver or assign to Purchaser on its request any Supplies completed and in progress and Purchaser shall be entitled to use said Supplies in progress at its own discretion. Supplier undertakes to impose corresponding obligations to its sub-suppliers.

17.2 Purchaser may, at any time, reschedule a Purchase Order or Contract, in whole or in part, to any date within twelve (12) months of the most recently acknowledged due date at no additional cost. The

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notice of reschedule shall specify which Purchase Orders or Contracts shall be rescheduled in terms of lines, product numbers, and quantities. Supplier shall leave the affected Supplies in their current unfinished state until the normal manufacturing lead time before the rescheduled delivery is reached. If after twelve (12) months Purchaser has not requested the completed Supplies, the Purchase Order or Contract shall be terminated, and Purchaser shall pay Supplier in accordance with Clause 17.1.

18. Suspension

- 18.1 Purchaser may suspend the Contract in whole or part by written notice to Supplier. Upon receipt of Purchaser's notice to suspend the performance of the Contract or any part thereof, Supplier shall cease the execution of the suspended parts of the Supplies until receipt of Purchaser's written notice to resume. The Supplier shall take such actions as may be necessary to protect and safeguard the part(s) of the Supplies affected by the suspension.
- 18.2 Unless Purchaser's notice to suspend the Contract is attributable to an act or omission of Supplier or its sub-suppliers, the Delivery Date shall where suspension exceeds three (3) months be adjusted to take into account any suspension. Purchaser shall reimburse Supplier's proven actual, direct, justifiable and substantiated costs incurred as a result of such suspension. In no event shall Purchaser be liable to Supplier for any loss of particularly profits, loss of production, loss of overheads, loss of contracts resulting from or in connection with any suspension.
- 18.3 Unless prior agreed by Purchaser in writing, the Supplier shall not suspend performance.

19. Force Majeure

- 19.1 Neither party shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and the effects of the impediment could not reasonably have been avoided or overcome by the affected Party exercising best endeavors. Force Majeure events shall include natural catastrophes (e.g. earthquakes, flood), acts of civil or military authority, governmental orders, war, general labor strikes, epidemics and pandemics. The impact of COVID-19 and Brexit shall not be considered to be a valid event of Force Majeure.
- 19.2 In case of Force Majeure, the Party affected shall be relieved from its obligations (or part thereof) as long as the Force Majeure lasts and hinders the performance of said obligations (or part thereof) on the condition that the Party affected notifies the other within two (2) days of the occurrence of the Force Majeure. Failure to notify within this time period shall prevent the affected Party from claiming Force Majeure relief. Following notification, the affected Party shall use best endeavors to mitigate the effects of Force Majeure
- 19.3 If the event of Force Majeure continues for more than 30 days, Purchaser is entitled to cancel the Purchase Order on its own discretion and without further consequences.
- 19.4 Purchaser's rights and remedies under these Terms and Conditions including corresponding Purchase Orders or Contracts are not exclusive and shall apply in addition to any other rights and remedies available at law, in contract, in equity or otherwise.

20. No Control Clause

- 20.1 Any Contract shall not be construed as creating a joint venture, partnership or the like between the Parties. Neither Party shall act or be deemed to act on behalf of the other Party or have the right to bind the other Party. Each Party shall remain an independent entity, and act as an independent contractor. Each Party shall at all times during the performance hereof be responsible for the payment of wages and benefits to (including but not limited to holidays, absence and pension), and as applicable, tax withholding from its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Supplier for the performance hereof shall be the direct employees and subcontractors of Supplier, and Supplier shall remain solely responsible for all matters related to compliance with relevant employment laws.

21. Confidentiality

- 21.1 Supplier acknowledges that any information of the Purchaser Group disclosed to, or obtained by, Supplier relating to a Contract shall be deemed confidential and proprietary to Purchaser ("Confidential Information"). Without limitation to the foregoing, Supplier acknowledges that (i) the specifications, requirements, designs and the like for the manufacture of the Supplies and (ii) the content of any Contract (whether accepted or not by Supplier), whether or not marked as "confidential", shall be deemed confidential and proprietary to Purchaser.
- 21.2 Supplier shall (i) treat as secret and confidential, and (ii) not, at any time, disclose, distribute, publish, copy, reproduce, sell, lend, manipulate, or otherwise make use of (except for the purpose of performing the relevant Contract, provided that the disclosure is made to the employees of Supplier on a need-to-know basis), or permit use to be made of any Confidential Information, except with Purchaser's express written consent.
- 21.3 Clause 21.2 shall not apply to any Confidential Information that (i) can be shown by documentary evidence to have been previously and lawfully known to Supplier at the time of disclosure, (ii) is independently developed by Supplier without breach of its obligations hereunder, (iii) is lawfully obtained from a third party without restriction on use or disclosure, (iv) is or becomes part of the public domain through no fault of Supplier, or (v) is disclosed pursuant to any judicial or governmental requirement or order, provided that Supplier takes reasonable steps to give Purchaser sufficient prior notice in order to contest such requirement or order.
- 21.4 Supplier shall use the same degree of care to avoid unauthorized disclosure of the Confidential Information as it employs with respect to its own confidential and proprietary information of similar quality and nature, but employing no less than a reasonable standard of care.
- 21.5 Supplier expressly acknowledges that the disclosure made by Purchaser does not grant Supplier any right other than the limited right to use the Confidential Information for the performance of the Contract, and nothing contained herein shall be construed as granting or conferring any rights to Purchaser's trademarks, inventions, copyrights, patents or the like. This confidentiality obligation shall survive the execution or termination of the Contract.
- 21.6 Quality records and other documentation relating to the Supplies shall be safely archived for the period required by the law applicable to the respective Supplies, however not less than ten (10) years after the date of Purchaser's acceptance of the Supplies in writing.
- 21.7 For Supplies, the Supplier shall keep at his own expense all the instructions and technical documents

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and information required to perform such Supplies for not less than ten (10) years following the date of Purchaser's acceptance in writing of the Supplies.

- 21.8 Supplier expressly acknowledges that the disclosure made by Purchaser does not grant Supplier any right other than the limited right to use the Confidential Information for the performance of the Contract and nothing contained herein shall be construed as granting or conferring any rights to Purchaser's trademarks, inventions, copyrights, patents or the like.
- 21.9 Upon expiry, cancellation or termination of the Contract for whatever reason, Supplier shall return all Confidential Information to Purchaser and shall not be entitled to make or retain copies thereof. The foregoing does not apply to the Purchase Order. If Supplier is unable practically or economically to destroy all electronically held Confidential Information, Supplier undertakes that such Confidential Information will not be used subsequently by Supplier or any persons to whom it has disclosed the same and will be held subject to the terms of the Contract. The return or destruction of Confidential Information shall not release Supplier from any of its obligations under the Contract. If Supplier fails to keep such Confidential Information confidential or uses such Confidential Information in violation of the provisions of this Clause 21, Supplier acknowledges and agrees that Purchaser will be irreparably harmed, will not have an adequate remedy at law, and will be entitled to injunctive relief to prevent Supplier from using or disclosing such Confidential Information.
- 21.10 It is Purchaser's policy not to publicly endorse other organizations through press releases or marketing materials. Supplier acknowledges and agrees that Supplier does not have the right (i) to advertise or publish the fact that Purchaser has contracted with Supplier, (ii) to use Purchaser's name or logo in any advertisement, publication, articles, brochure or website, videos, social media, presentations or other marketing material, (iii) to make any press releases, either directly or indirectly, that are endorsements or create marketing collateral involving Purchaser; or (iv) to quote any Purchaser employee in any press release unless Purchaser has given his prior written authorization to such press release.

22. Export Control

- 22.1 Both Parties shall comply with all Applicable Export Laws.
- 22.2 Export License
- 22.3 If an export license is required upon receipt of the Purchase Order, Supplier shall prepare an application on Purchaser's behalf and submit it to the appropriate authorities. Referring to any export license, Purchaser shall advise Supplier of the validity, number, date of issue and expiration date. Supplier's performance hereunder shall be subject to Supplier's prior receipt of evidence satisfactory to Supplier that an appropriate export license has been granted. Purchaser assumes all responsibility for reimbursing Supplier for all expenses incurred by Supplier with respect to any export license. For any Goods containing components with US origin and/or US technology, the Supplier shall provide the applicable Export Control Classification Number (ECCN) to Purchaser.

23. Compliance

- 23.1 Compliance with Laws and Regulations

The Supplier represents and warrants that it is and will

remain in full compliance with all applicable laws.

23.2 Anti-Bribery, Anti-Corruption and Tax Evasion

The Supplier shall, in performing its respective obligations under the Contract:

comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, in particular with the UK Bribery Act 2010 and US Foreign Corrupt Practices Act 1977; and

not engage in, or cause, any act or omission which would constitute any kind of tax evasion facilitation offence in any country ("Relevant Requirements");

not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements; and

have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with the relevant requirements and will enforce them where appropriate.

23.3 Anti-Trust and Competition

The Supplier shall respect all relevant antitrust laws. It shall not tolerate any bid rigging, price fixing or any abuse of a dominant market position.

23.4 Labor Rights, Anti-Slavery and Human Trafficking

The Supplier shall, in performing its respective obligations under the Contract, comply with all labor rights as set forth in the standards of the International Labour Organization (ILO) and other applicable UN conventions dealing with human rights, as well as applicable local and supranational laws and regulations, including the UK Modern Slavery Act 2015. In particular, the Supplier shall refrain from any child labor as well as human trafficking and slavery practices.

23.5 Work Safety and Environment Protection

Supplier shall show active commitment to the protection of people at all times and in all circumstances including the provision of adequate controls to protect people from exposure to physical, chemical, biological and psychosocial hazards in any workplace. Supplier shall show active commitment to the protection of the environment by minimizing its impact on the environment through pollution prevention, control of emissions and the efficient use of natural resources and the reduction and recycling of waste. Supplier shall have adequate provisions in place to respond to any HSE emergency. When on Purchaser managed-sites Supplier must at all times comply with the minimum site QHSE requirements and the Purchaser's QHSE Policy, which will be provided on request.

23.6 Data Protection

Both parties shall, in performing their respective obligations under the Contract, comply with all applicable data protection laws and regulations in the context with their respective processing of Personal Data, in particular with the requirements of the European General Data Protection Regulation (Regulation EU 2016/679 / GDPR) or any other local law which may amend or supersede the same, if applicable.

Both Parties are entitled to process Personal Data of the other Party ("Data Controller") in order to perform the Contract. Sensible data, such as, but not limited to health data, need to be treated particularly carefully. Whenever necessary, the Data Controller shall additionally obtain the consent of the affected individuals to such processing of his or her personal data for the following specific purposes: (i) performing the Contract; (ii) transferring personal data to countries within and outside the European Free Trade

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Association (EFTA), and (iii) satisfying any legal or regulatory requirements.

Both Parties are obliged to use personal data of the other Party and its employees only for the purposes mentioned herein and to protect them as far as technically feasible from any unauthorized access.

23.7 The Supplier shall comply with regulatory and customer requirements regarding the prohibition and restriction of conflict materials, in particular with the Dodd-Frank Wall Street Reform and Consumer Protection Act regarding "Conflict Minerals" as defined in Section 1502 as well as with any other applicable regulations on conflict minerals.

23.8 The Supplier confirms that it has been made aware of Sulzer's Supplier Code of Business Conduct for Service providers and represents and warrants to comply with the requirements set forth therein at all times. The Sulzer Supplier Code of Business Conduct which is available under the following link: <https://www.sulzer.com/en/shared/about-us/responsible-sourcing>

23.9 Without limiting the generality of the foregoing, Supplier hereby represents and warrants that it has not been and is not currently debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any Free Issue Materials by any agency having jurisdiction.

23.10 Supplier will indemnify and keep Purchaser and its Affiliated Companies, employees, agents, directors etc. indemnified from and against all losses suffered or incurred by it arising out of or in connection with non-compliant or unlawful behavior.

24. Insurance

24.1 Supplier shall effect and maintain from the Effective Date until the expiry of Supplier's obligations and liabilities under the Contract the following insurances with first class reputable insurers approved by Purchaser:

a) Property Insurance for the Supplies and any Free Issue Materials for their full replacement value against loss, destruction and damage caused by a peril covered under all risk type property insurance.

b) In case Purchaser obtains planning or engineering services, professional liability insurance (for professional negligence/malpractice) with a minimum coverage of one million Euros (€ 1.000.000) per occurrence.

c) Transport Insurance shall be effected in accordance with the agreed Incoterms or other delivery terms defined in the Contract for one hundred and ten percent (110%) of their full replacement value. If no trade term is specifically agreed or if the agreed trade term does not address transport insurance, then Supplier shall insure the Supplies for one hundred and ten percent (110%) of their full replacement value whilst in transit to the place where the risks are transferred to Purchaser against loss, destruction and damage caused by a peril covered under an all risk type transport insurance.

d) Commercial General Liability Insurance covering Products/Completed Operations and Contractual Liability. The limit of insurance shall be five million Euros (€ 5.000.000) per occurrence for bodily injury and property damage.

e) For Supplier's employees engaged in performing the Contract Occupational Accident and Disease

Insurance (i.e. workers compensation or similar social insurance) shall be taken out in accordance with the law which may apply to those employees.

f) Employers' Liability Insurance in accordance with the law applicable to Supplier. Where no such law exists, Supplier shall effect and/or maintain employers' liability coverage under its existing general and products liability insurance with a limit of five million Euros (€5.000.000) per occurrence.

g) If Supplier's employees use owned, non-owned or rented automobiles whilst performing Supplies at Customer's or Purchaser's site, Supplier shall effect and/or maintain Automobile Liability Insurance in accordance with local laws or custom.

h) Any other Insurance required by Purchaser and/or Customer and stated in the Contract.

24.2 Said insurances shall be taken out by Supplier at its cost and shall name Purchaser as an additional insured to the extent of the liabilities assumed by Supplier hereunder (except for Employer's Liability and Professional liability), and shall be endorsed to provide that (i) no insurance policy shall be cancelled or materially changed without thirty (30) days prior written notice to Purchaser, and (ii) Supplier's insurers shall waive their rights of subrogation against Purchaser to the extent of the liabilities assumed by Supplier hereunder.

24.3 The provision by Supplier of any of the insurances as required hereunder or any insurance that Supplier may rely upon shall not limit Supplier's liabilities under this Contract. Whenever required by Purchaser, Supplier shall furnish certificates of any insurance which Supplier is required to effect and/or maintain under this Contract. For the avoidance of doubt, none of the amounts or restrictions set out in the insurance policy shall be construed or interpreted as any limitation of Supplier's liability.

24.4 In the event Supplier fails to maintain any of the insurances as required by the Contract (including any additional insurances or any Special Conditions stated in the Contract) Purchaser reserves the right, but not the obligation, to arrange such insurances, Supplier shall indemnify and defend Purchaser for and against all costs incurred by Purchaser in providing such insurance.

25. Applicable Law, Dispute Resolution

25.1 Applicable Law

The Contract shall be governed by the laws of Japan, excluding the conflict of law rules and any conflict of laws principle that would refer to the laws of another jurisdiction.

25.2 Dispute Resolution

The parties shall first attempt to resolve any dispute, controversy or claim arising out of or relating to a Contract (each, a "Dispute") in good faith by negotiation and consultation between themselves. Any Dispute that has not been resolved by negotiation within thirty (30) days after one party provides written notice of a Dispute to the other party, all Disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Tokyo, Japan, and the language of the arbitration shall be English or Japanese, at the discretion of both Parties.

26. Miscellaneous

26.1 Access Rights

Supplier shall by prior arrangement permit Purchaser and/or Customer and their employees, agents and/or any representative reasonable, safe access to any of its

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and/or its sub-suppliers' premises at any reasonable time.

26.2 Assignment

Subject to Clause 26.3 hereof, Supplier shall not assign, transfer or delegate any of the rights, duties or obligations set forth in the Contract to a third party, except to the extent prior written consent has been received from Purchaser. Purchaser's consent shall not relieve Supplier from its obligations under any Contract and Supplier shall be responsible for the performance, acts or omissions of its subcontractors as if their performance, acts or omissions were its own performance, acts or omissions.

Purchaser shall have the right to assign, in whole or in part, its rights and obligations under the Contract to any of its Affiliated Companies. The Contract shall be binding upon the Parties' respective successors and permitted assigns.

In the event of termination of Purchaser's contract with Customer, Purchaser has the right to assign all or part of the Contract to Customer following written notification by Purchaser to Supplier.

26.3 Document Approvals

Neither Purchaser's or Customer's approval of any documents, drawings, reports, tests and the like shall in any way relieve Supplier of any of its responsibilities or requirements under the Contract.

26.4 Sub-supplies

Supplier shall not subcontract all or substantial parts of the Supplies without prior written approval of Purchaser and shall submit to Purchaser a list of all sub-suppliers that are intended to perform any part of the Supplies. This provision shall not apply to the sourcing of standard commercial products or raw materials.

Supplier shall be responsible for the sub-supplies in the same way as for the Supply.

26.5 Waiver of Rights

No waiver of Purchaser or any change of any of the terms and conditions of the Contract shall be valid unless made in writing and signed by Purchaser.

26.6 Severability

If a provision of the Contract is determined to be void or unenforceable, the remainder of the Contract shall remain in full force and effect. Purchaser and Supplier shall make their best endeavors to replace such provision by a valid one which achieves the same commercial intention as far as legally possible.

26.7 Language

In case contract documents are executed in more than one language, and if one of these languages is English, the English version shall prevail.

26.8 Environmental Protection

Supplier shall take diligent steps to protect the environment, which includes proper management and disposal of all waste generated in the course of supplying the Supplies in accordance with applicable Laws and Regulations and best industry practices. Supplier shall monitor its compliance with the foregoing.

26.9 Notices

Notices shall be sent by registered post or delivered in person, to the address for notices communicated by the other Party. Said notices shall be deemed received upon delivery.

26.10 Audit

Purchaser shall have the right, at any time up to ten (10) years after completion, termination or cancellation of any Contract, to audit Supplier's books, records, worksite and/or data in any form to verify the compliance with the terms hereof and/or the correctness of any invoice submitted to Purchaser by Supplier. Supplier shall obtain equivalent rights of audit from all subcontractors and will ensure that such rights extend to Purchaser.

26.11 Interpretation

No term in the Contract shall be construed against any Party to this Contract because that Party drafted that term or requested that it be included in the Contract.