

Synthesia Technology Europe SLU - TERMS AND CONDITIONS OF PURCHASE

1.- Definitions

In these terms and conditions of purchase ("the Terms" or "these Terms"), unless the context requires otherwise, the following words shall have the following meanings:

"Buyer" means Synthesia Technology Europe SLU

"Goods" means the subject matter of the Contract (as hereinafter defined);

"Order" means a purchase order in respect of Goods and/or Services issued by the Buyer to the Supplier.

"Services" means work and/or services or any of them to be performed by the Supplier for the Buyer pursuant to an Order.

"Supplier" means the company, firm, body or person to whom an Order is addressed.

2.- Applicability of these Terms of Purchase

2.1.- Orders are issued, goods and services are accepted exclusively on the basis of these Terms and shall be deemed to be incorporated into any contract (the "Contract") between the Buyer and the Supplier.

2.2.- These Terms shall apply to the present transaction and also to all future transactions even if not referred to subsequently.

2.3.- The Supplier's acceptance of the Order shall be deemed to be an acceptance of these Terms, and any terms and conditions proposed by the Supplier that are inconsistent with or in addition to these Terms are hereby rejected and shall not be binding on the Buyer unless expressly agreed to in writing by the Buyer.

2.4.- Any deviation from or addition to these Terms or the Contract shall be effective only if confirmed in writing by an employee of the Buyer having actual authority to depart from these Terms or any Order.

2.5.- These Terms apply to Services in the same way as they apply to Goods.

3.- Acceptance and Issue of the Orders

The Buyer shall not be liable for any Order unless:

3.1.- it is issued or confirmed on the Buyer's official order form; and

3.2.- the Supplier confirms in writing acceptance of it and these Terms.

3.3.- The Buyer reserves the right to revoke Orders until the Supplier accepts them in writing and to reject the acceptance of Orders received after the expiry of the acceptance term, if any.

4.- Prices

4.1.- Where Goods are sold by reference to the Supplier's published price list, the price payable for the Goods shall be the ruling price as published in the Supplier's published price list current at the date on which the Order is issued by the Buyer.

4.2.- Unless otherwise agreed in writing, the costs of carriage, taxes, duties, insurance and freight will be borne by the Supplier.

4.3.- Unless the Order expressly accepts or stipulates any provision for price variation and the basis of such variation, the price or rate for the Goods and any Services is fixed and is not subject to variation unless the Buyer expressly agrees in writing signed by a duly authorised representative of the Buyer. Where the price for the Goods or the Services is varied in accordance with this clause, the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

5.- Terms of Payment

5.1.- Payments will be made 60 days after the date of invoice. All payments will be made without prejudice to the Buyer's rights should the Goods or any Services prove unsatisfactory or not in accordance with the Order.

5.2.- The Buyer reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the Buyer on any account.

5.3.- Failure by the Supplier to attend to any of the following details may mean delay in payment (but, for the avoidance of doubt, with no prompt payment discount to be forfeited by the Buyer):

5.3.1.- failure by the Supplier to send on the day of dispatch for each consignment of Goods or on the performance of the Services, a separate advice note and invoice for each such delivery or performance; or

5.3.2.- failure by the Supplier to mark the Order number on the consignment package, packing notes, invoices, monthly statements and all other correspondence relating to them.

5.4.- If Supplier fails to fulfil any of its obligations under this Contract, the Buyer may suspend payment to Supplier.

6.- Inspection and Testing

6.1.- The Buyer's inspector or representative and any inspector or representative of the Buyer's customer or the agent of any of them or of any government department concerned, may on the Buyer's authority inspect or test the Goods or Services at any reasonable time at the Supplier's works or at the works of any permitted subcontractor or assignee. For this purpose, the Supplier will give to the Buyer or any nominee of the Buyer, or otherwise arrange for, reasonable facilities of access to the Supplier's works or any such other works.

6.2.- If specified by the Buyer the Supplier will give adequate notice of works tests which the Buyer is entitled to attend and will provide the Buyer with such test certificates as the Buyer or its customer may reasonably require.

6.3.- Such inspection does not relieve the Supplier of any liability, nor does it imply acceptance of the Goods or Services.

6.4.- The Buyer reserves the right at its option either to reject any Goods or Services in whole or in part (whether or not the same have been delivered to and accepted by the Buyer) or to cancel the Order or any part of the Order or to delay acceptance of the whole or any part of it without any further payment or charge for storage or delay in any of the following circumstances:

6.4.1.- failure by the Supplier to comply strictly with the description, specification and drawings relating to Goods to be supplied or Services to be carried out and/or failure to comply with any standard specification where applicable.

6.4.2.- if the Goods or Services are below the specified standard or fail to pass any inspection or test in accordance with these conditions; or

6.4.3.- if the Supplier otherwise fails to comply in all respects with any of its obligations under these conditions.

6.4.4.- the technical suitability of the Supplier no longer ensures the regular performance of the supply of Goods or Services;

7.- Buyer's Property, etc

7.1.- The Order and its subject matter shall be treated as confidential between the Supplier and the Buyer and shall not be disclosed by the Supplier (or any permitted subcontractor or assignee or supplier) to any third party or used by the Supplier (or any permitted subcontractor or assignee) for advertisement, display or publication without the Buyer's prior consent in writing.

8.- Passing of title to, and risk in, the Goods

8.1.- Title to the Goods shall pass to the Buyer on delivery to the place specified in the Order or as otherwise agreed without prejudice to any right of rejection or other right which may accrue or have accrued to the Buyer under these Terms or otherwise.

8.2.- If the Supplier postpones delivery at the Buyer's request, title to the Goods shall nevertheless pass to the Buyer on the date when, but for such postponement, the Goods would have been delivered.

8.3.- Goods shall be at the risk of the Supplier until actually delivered even where the delivery has been delayed or postponed by the Buyer or at the Buyer's request.

8.4.- All Goods rejected or returned for any reason shall be at the risk of the Supplier during transit back to the Supplier.

9.- Specification, Quality etc, remedies

9.1.- Subject to these Terms, the Supplier warrants that the Goods and Services to be provided shall:

9.1.1.- conform as to specification, quantity, quality and description with the Order and any specification or standards stated or referred to in the Order including industry standards;

9.1.2.- be of first-class materials and workmanship throughout and be executed with reasonable care and skill by properly qualified and experienced persons;

9.1.3.- be equal in all respects to any samples, demonstration or specification provided or given by either party;

9.1.4.- be fit for the purpose for which they are required in the manufacturing of the Buyer's products or of a sort normally manufactured by the Buyer or in respect of what the Buyer proposes or intends manufacturing and the Supplier is obliged to alert the Buyer of any reason why the Goods would

not be suitable for the manufacturing process;

9.1.5.- be capable of complying with any guarantee that the Buyer provides with its products which it manufactures using the Goods and of which the Supplier has been made aware of;

9.1.6.- comply with any statutory rule or regulation that may be in force relating to the Goods and/or the Services, and the best safety and environmental protection standards.

9.1.7.- be free from any liens and encumbrances;

9.1.8.- be provided with and accompanied by all information and instructions necessary for proper and safe use;

9.1.9.- have all required licenses valid and in place in relation thereto; that the scope of such licenses shall properly cover their intended use and all such licenses shall include the right to transfer and the right to grant sublicenses;

9.1.10.- not violate or infringe any third party domestic or foreign patent, copyright, trade secret, trademark or other intellectual property rights; and

9.1.11.- have been manufactured, stored and transported in accordance with all laws and regulations applicable in the country of manufacture storage and transit, in particular those regarding health, safety, the environment and labour law, and that they comply with the laws and regulations applicable in the country of delivery.

9.2.- The Buyer shall have a period of 15 days from receipt of the Goods to complain about any defects in quality or quantity that may have been detected at the time of examining the Goods. Without prejudice to the foregoing, for defects that cannot be detected within the aforementioned period, due to internal defects, the Buyer shall have a period of 60 days from receipt of the Goods to complain about these defects to the Supplier. In this sense, the Buyer shall notify promptly the Supplier thereon and the latter shall collect the Goods within 15 days of the notice of non-conformity or defect. Supplier shall bear all costs and risks related the remedies set forth below. In this sense, the Parties expressly avoid the application of the provisions of article 342 of the Spanish Commercial Code and agree to apply the abovementioned contractual provisions.

9.3.- In the event of defects or non-conformity of the Goods with the warranties envisaged in the previous paragraphs, the Buyer reserves the right at its discretion to apply the following remedies:

a) request the elimination of the defect or non-compliance or the replacement of non-conforming Goods or the entire batch to which they belong at the expense of the Supplier within a term defined by the Buyer;

b) ask for a reasonable reduction in the price of the non-compliant Goods or of the batch in which the non-conforming Goods were found;

c) notify the termination of the Contract caused by non-fulfilment of the contract in relation to non-conforming Goods or batches of Goods, refuse payment of the purchase price and request the return of any amounts already paid by the Buyer in relation to the defective or non-compliant Goods.

9.4.- The fact that the Buyer has requested the elimination of non-compliance pursuant to paragraph 9.3 (a) does not preclude the Buyer from exercising the rights envisaged in paragraphs 9.3 (b) and 9.3 (c) if the Supplier fails to eliminate the defects or replace the defective Goods within the term set by the Buyer.

9.5.- In any case, in addition to the remedies envisaged in the previous paragraphs, in the event of non-compliance of the Goods with the warranties provided for in paragraph 9.1, the Buyer shall be entitled to:

a) suspend payments due to the Supplier in relation to the non-conforming Goods or to the batch in which the non-conforming Goods were found;

b) claim compensation for any direct and indirect damage resulting from the defects or non-conformity of the Goods.

9.6.- The warranties and remedies expressly envisaged in this paragraph 9 must be considered as in addition to and not a replacement of any other remedies and warranties envisaged by law in the event of defects or non-conformity of Goods.

9.7.- In the event the Supplier has ISO, EcoVadis, ISCC PLUS or similar certifications, these conditions shall constitute confirmation by the Supplier of the implementation of all obligations resulting thereof, thus reducing the quality control checks required upon delivery to the premises of the Buyer. Moreover, the Supplier must inform the Buyer immediately of any material events related to this ISO certifications (renewal, cancellation).

9.8.- Any design, manufacturing, installation or other work to be performed by or on behalf of the Supplier under this Contract shall be executed with good workmanship with due skill and care and using proper materials and employing sufficiently qualified staff. Supplier shall be fully liable for any and all third parties with which it has contracted in connection with the services. Only written confirmation by Buyer shall constitute acceptance of the Services performed.

9.9.- The Supplier will keep the Buyer indemnified in respect of all loss, damage, injury, costs and expenses which result directly or indirectly from defective Goods, workmanship, design or Services supplied or provided by the Supplier or any other defect or fault in the Goods, or where the specifications have not been met and the performance of the Services and, in addition, the Supplier will repair, replace or reinstate at the Buyer's option, any defective item or items free of charge.

9.10.- Without prejudice to any right or remedy available to the Buyer under statute or common law, the Supplier will keep the Buyer indemnified in respect of any liability suffered or incurred by the Buyer as a result of the supply or use by the Supplier of defective Goods or workmanship in carrying out the Order, or which arise as a result of the performance of the Services or as a result of any breach of the conditions, warranties, inducements or representations expressed or implied in the contract or any other breach of contract on the part of the Supplier, including but not limited to consequential or indirect loss and loss of profits.

9.11.- Without prejudice to any right or remedy available to the Buyer under statute or common law, the Supplier will keep the Buyer indemnified in respect of any liability suffered or incurred by the Buyer as a result of the supply or use by the Supplier of defective Goods or workmanship in carrying out the Order, or which arise as a result of the performance of the Services or as a result of any breach of the conditions, warranties, inducements or representations expressed or implied in the contract or any other breach of contract on the part of the Supplier, including but not limited to consequential or indirect loss and loss of profits.

10.- Patent Infringement

10.1.- The Supplier hereby declares and warrants:

a) that the Goods, their components and accessories do not constitute an infringement of patents, trademarks, models, copyrights or other intellectual and industrial property rights of third parties;

b) to be fully entitled to transfer to the Buyer the full right to use, incorporate and market the Goods.

10.2.- It is agreed that the financial considerations for any licenses are included in the purchase price of Goods and/or Services.

10.3.- The Supplier will keep the Buyer fully indemnified (except in respect of designs provided by the Buyer) against all claims of whatsoever nature (including those for royalties, damage or other losses) arising from infringement of patents, registered designs, unregistered designs, design rights, copyrights, trademarks or any other intellectual property rights in relation to the Order and in relation to the use of articles or processes pursuant to the Order.

11.- Indemnity

11.1.- The Supplier will keep the Buyer, its agents, employees and/or directors, indemnified against any claim in respect of loss or damage to any movable or immovable property of any nature or type whatever of the Buyer or any third party and against any claim in respect of the death of or personal injury to any person whether in contract or tort or otherwise arising under common law, statute or otherwise as a result of breach of any statutory or common law duty or of any act or omission on the part of the Supplier or any of its employees, subcontractors, assignees or agents or as a result of the performance or non-performance of the Order or otherwise however arising wherever such loss, damage, death or personal injury occurs (including but not limited to the Buyer's premises).

11.2.- Likewise, the Supplier undertakes to indemnify and hold harmless the Buyer from any direct or indirect damage, cost, expense or liability, including those deriving from third party appeals or claims, which are a direct or indirect consequence of:

a) infringement of the warranties provided for in paragraphs 9.1. and 10.1.;

b) the need for defence against third-party claims which, if found to be justified, would entail the existence of an infringement of the Supplier's warranties pursuant to paragraphs 9.1 or 10.1;

c) any other breach of the Contract.

11.3.- In particular and by way of example, the Supplier shall indemnify and hold harmless the Buyer from any product liability arising against the Buyer as a result of defects in the Goods.

12.- Termination

If the Supplier being an individual becomes bankrupt or insolvent or has a receiving order made against him or compounds with his creditors or being a company is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administrator, the Buyer shall be at liberty (but not bound) at any time after that;

12.1.- to cancel all or any part of the Order immediately by notice and to collect immediately all material, goods, tools or articles of any description sent to the Supplier for any purpose; or

12.2.- to give the Supplier or the receiver, liquidator or other person the option of carrying on with the Order subject to his providing a guarantee up to an amount to be agreed for the due and faithful execution of the Order.

12.3.- Notwithstanding what provided elsewhere in the Terms, the Buyer may at any time communicate the termination of the Contract pursuant to article 1.124 of the Spanish Civil Code by sending written notice to the Supplier with effect as of the date the Buyer shall indicate in said notification, in the event of a non-fulfilment by the Supplier of any of the conditions set forth in this Contract.

In these cases, the Buyer may choose between enforce the compliance of the said obligations by the Supplier or terminate Contract, with damages and interest in both cases. He may also request termination, even after having chosen to enforce the compliance, if the latter proves impossible.

13.- Inventions and Improvements

When the Order includes manufacture to the Buyer's designs or formulations, the Supplier agrees to inform the Buyer of any invention or improvement in design or method of manufacture arising out of the performance of the Order by or on behalf of the Supplier and any such invention or improvement and any patent or registered design rights in respect thereof and copyright in any drawings documents or specifications relating thereto shall be the property of the Buyer. The Supplier will give the Buyer at the Buyer's expense all necessary assistance to enable the Buyer to obtain patent, registered design and similar rights throughout the world.

14.- Health & Safety

Without prejudice of what is set forth in paragraph 9.1, the Supplier warrants that the Goods or Services to be supplied in accordance with the Order will be safe and without risk to health when properly used and the Supplier will provide all necessary information in connection with the design, testing and use of them (whether or not such information has been requested by the Buyer).

15.- REACH

15.1.- To the extent the Goods or any of the substances contained in the Goods falls within the scope of the Regulation (CE) n° 1907/2006 (hereinafter the "REACH"), the Supplier confirms and represents that the Goods and/or substances used as raw materials for the production of the Goods shall comply with the requirements of REACH and the Supplier further represents that, to the extent required under REACH, the Goods or any of the substances contained in the Goods is or will be timely (pre-) registered and will remain (pre-) registered for the Buyer's use(s), so that the Buyer is always considered as a downstream user according to REACH. The Supplier declares to be informed of all actual and potential use(s) of the Goods by the Buyer and by the customers of the Buyer. The Supplier shall not consider the Goods and/or substances contained therein as an intermediate.

15.2.- To the extent the Goods, or any of the substances contained in the Goods, require authorization, the Supplier shall ensure that an authorization is timely obtained and maintained. In this respect, the Supplier shall keep the Buyer informed about the status of the authorization process, including information on the inclusion on the candidate list and Annex XIV and the information as specified in Article 57 of REACH.

15.3.- Upon request from the Buyer, the Supplier will promptly provide the Buyer with a written acknowledgement of pre-registration or, when relevant, of registration or authorization of the substances contained in the Goods sold or to be sold to the Buyer. The Supplier remains responsible for all information provided in relation with compliance of the Goods sold or to be sold to the Buyer, with REACH.

15.4.- The Supplier will not disclose information obtained from the Buyer or any of its affiliates, to third parties, including for REACH compliance purposes without prior authorization of the Buyer.

15.5.- Prior to the shipment, the Supplier must send to the destination plant of the Buyer an extended safety data sheet in the language of the destination plant. The Supplier shall send updated versions of the safety data sheets as soon as they become available.

16.- Licences

If the performance of the Order requires the Buyer to have any permit or licence from any government or other authority at home or overseas, the Order shall be conditional upon such permit or licence being available at the required time.

17.- Insurance

The Supplier will at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities under the Order and in respect of the Goods or Services. The Supplier will provide all facilities, assistance and advice required by the Buyer or the Buyer's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Order.

18.- Performance delay

18.1.- Unless otherwise agreed in writing, any time or period given for delivery, dispatch, performance or completion shall be of the essence. The Supplier shall immediately notify the Buyer of any apprehended delay in delivery, dispatch, completion or performance.

18.2.- The Buyer reserves the right to reject Goods or Services not delivered or performed on time and/or to cancel the whole or any part of the Contract of which such Goods or Services form part and/or to return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use. Such rights of rejection, cancellation or return shall be available to the Buyer irrespective of the cause of delay without prejudice to the Buyer's right to damages and any other remedies against the Supplier for breach of contract and without any liability of whatever nature on the Buyer.

18.3.- No concession with respect to delays in delivery, dispatch, completion or performance shall be construed as a waiver of any of the Buyer's rights and remedies unless such waiver is specifically agreed in writing and signed by a duly authorised representative of the Buyer.

19.- Delivery, packing, etc

19.1.- The terms of delivery set forth in the Orders are binding and constitute an essential element of the Contract and may only be modified with the Buyer's express written consent.

19.2.- Deliveries made in advance of the Buyer's requirements may be returned to the Supplier at the Supplier's expense or accepted at the Buyer's option. If the Buyer accepts them the Buyer shall be entitled to defer payment until the month following the month on which the delivery would have taken place.

19.3.- Scheduled Orders only. A Scheduled Order indicates the Buyer's estimated requirements for the Goods or Services described in it. The Buyer will not accept delivery or performance of, or be in any way liable to pay for, any Goods or Services described in a Scheduled Order unless the Buyer has given the Supplier written release or performance instructions which are directly attributable to that Scheduled Order.

19.4.- No responsibility is accepted for Goods delivered or Services performed in excess of the Order.

19.5.- All Goods must be adequately protected against damage and deterioration in transit and delivered carriage paid in accordance with the Buyer's instructions (if given). A delivery slip must be dispatched with each delivery, stating at least the purchase order number, the Supplier reference and date and quantity of delivery. In the absence of such delivery slip, solely the weight and quantity noted by the Buyer shall be considered upon payment of the invoices.

19.6.- The Buyer accepts no liability for packing materials or cases unless previously agreed.

19.7.- The Buyer will not be responsible for any failure to give notice to carriers or loss, damage, delay, detention or transit or non-delivery.

19.8.- The Supplier agrees on request to supply the Buyer with any necessary declarations and documents stating the origin of the Goods.

19.9.- The Supplier shall not, without the prior written consent of the Buyer, make any changes on Goods, manufacturing process, place of manufacture, raw material or any other aspect related. In case of an agreed change, any cost incurred will be borne by the Supplier.

19.10.- Delivery shall be deemed completed at the moment receipt has been acknowledged in writing and signed by the Buyer, but this shall not constitute acceptance of Goods in terms of free of defect and in conformity Goods. The acknowledgment of receipt of consumables or ready-to-use Goods shall be evidenced by the signature of the delivery note by the Buyer, without any reservations on the part of the latter; the acknowledgment of receipt of services shall be evidenced by the actual, definitive performance of the services in full for the Buyer, without any reservations on the part of the Buyer. The acknowledgment of receipt of equipment or facilities requiring installation, setting and/or putting into service shall be evidenced by the signature by the Buyer of a final acknowledgment of receipt without reservations.

20.- Kingspan Group Supplier Code of Conduct

20.1.- The Supplier acknowledges the Kingspan's Supplier Code of Conduct to which the Buyer adheres (available here <https://www.kingspangroup.com/en/about/policies/>) and agrees that all relevant personnel will adhere to its principles throughout the duration of this engagement.

20.2.- The Buyer expects the Supplier to maintain a consistently high standard of integrity in all their business relationships with the Buyer and to foster the highest possible standards of professional competence in all their activities. To this end, in supplying Goods and/or services to the Buyer, the Supplier agrees that it shall not knowingly take any action, which violates the Supplier Policy. Further, no Buyer's employee or officer is authorised

to propose to the Supplier or approve conduct inconsistent with the Supplier Policy.

20.3.- The Buyer shall have the right to terminate its business relationship and any associated agreements with the Supplier if the Supplier is (or the Buyer reasonably believes that the Supplier is) in material breach of the Supplier Policy and the Supplier fails to remedy such breach, after written notification by The Buyer of such breach, within the cure period specified by Buyer for such remedy. In determining the length of the cure period, the Buyer shall act reasonably, having regard to the severity and nature of the breach.

21.- Variation

Neither the Buyer nor the Supplier shall be bound by any variation, waiver or addition to these conditions except as agreed by both parties in writing and signed on their behalf by their duly authorised representatives.

22.- Assignment and sub-contracting

22.1.- The Supplier shall not, without the consent in writing of the Buyer, assign or transfer the Order or any part of it to any other person, nor sub-contract the Order or any part of it other than for materials, minor details or for any part of the Goods for which the makers are named in the Order or the specification. Any such consent shall not relieve the Supplier of any of its obligations under the contract.

23.- Notices

23.1.- Any notice under or in connection with these Terms shall be in writing in the English or Spanish language and shall be delivered personally, by email, or sent by pre-paid registered mail to the party due to receive the notice or communication at its address.

23.2.- In the absence of evidence of earlier receipt, any notice shall be deemed to have been duly given:

23.2.1.- if delivered personally, when left at the address referred to in Clause 23.1;

23.2.2.- if sent by email, on the date and time it is received on the recipient's email server;

23.2.3.- if sent by registered mail, on the date of the acknowledgement receipt.

24.- Invalidity

The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions.

25.- Jurisdiction; applicable law; severability

25.1.- These Terms or any Contract shall be governed by, and shall be construed in accordance with the laws of Spain. The Uniform Law on the Formation of Contracts for the International Sale of Goods and the Uniform Law on the International Sale of Goods shall be inapplicable.

25.2.- Each party irrevocably waives any objection which it might at any time have to the courts of Spain being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that the courts of Spain are not a convenient or appropriate forum.

25.3.- In the event that any provision of these Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or by mutual agreement of the parties, it may be severed from these Terms and the remaining provisions of these Terms shall remain in full force and effect.

26.- Force Majeure & Hardship

26.1.- Neither the Supplier nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure beyond to that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

26.1.1.- Act of God, pandemics, explosion, flood, tempest, fire or accident;

26.1.2.- war or threat of war, sabotage, insurrection, civil disturbance or requisition;

26.1.3.- acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

26.1.4.- import or export regulations or embargoes;

26.1.5.- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Supplier or the Buyer or of a third party);

26.1.6.- difficulties in obtaining raw materials, labour, fuel, gas, parts or machinery;

26.1.7.- power failure or breakdown in machinery.

26.2.- Both Supplier and Buyer are bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

26.3.- Notwithstanding paragraph 26.2 of this Clause, where a party to a contract proves that:

26.3.1.- the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that

26.3.2.- it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

26.4.- Unexpected changes of economic circumstances such as but not limited to product negative variable margins, not being a force majeure event as provided in this Terms and Conditions, but being of such serious nature that one of the parties hereto cannot reasonably be required to adhere strictly to the terms of this Agreement, will allow both parties to declare commercial hardship. Proven commercial hardship, verifiable by a third-party audit, will allow both parties to request good faith negotiations, within 10 days of hardship declaration, in order to find a solution which removes the disadvantages caused by those circumstances. If agreement on a revised price is not reached, business will be conducted under freely negotiated prices.

26.5.- Where paragraph 26.3 and/or 26.4 of this Clause applies, but where the parties have been unable to agree alternative contractual terms as provided in that paragraph, the party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by the judge or arbitrator without the agreement of the other party

27.- Anti-Slavery

27.1.- In performing its obligations under the agreement, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in the jurisdictions where the Supplier operates.

27.2.- The Supplier represents and warrants that:

27.2.1.- neither the Supplier nor any of its officers, employees or other persons associated with it has been convicted of any offence involving slavery and human trafficking; and having made reasonable enquiries, so far as it is aware, has not been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

27.2.2.- The Supplier shall implement due diligence procedures for its subcontractors and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

27.3.- The Supplier shall indemnify the Buyer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Buyer as a result of any breach of anti-slavery legislation by the Supplier.

27.4.- The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the anti-slavery legislation.

28.- Compliance with anti-bribery & corruption laws

28.1.- The Supplier shall and shall procure that persons associated with it or other persons who are involved in any way with the Contract shall:

28.1.1.- comply with all applicable laws, statutes and regulations including but not limited to anti-bribery and anti-corruption legislation in the jurisdictions where the Supplier operates.

28.1.2.- promptly report to the Buyer any breach of the applicable laws, request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract; and

28.1.3.- immediately notify the Buyer in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the (and the Supplier warrants that it has no foreign public officials as officers, employees or directors)

28.2.- The Supplier shall indemnify the Buyer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Buyer as a result of any breach of this Clause by the Supplier or any persons associated with it in connection with the performance of this Contract.

28.3.- Any breach of this Clause by the Supplier or by anyone employed by the Supplier or acting on behalf of the Buyer (whether with or without the knowledge of the Intermediary) or the commission of any offence by the Supplier or by anyone employed by the Supplier or acting on the Supplier's

behalf in relation to this Contract or any other contract with the Buyer, shall entitle the Buyer to terminate the Contract and recover from the Supplier the amount of any loss resulting from such termination.