

## STANDARD TERMS AND CONDITIONS OF PURCHASE

### 1. DEFINITIONS

1.1 In these Conditions (as defined below), the following expressions have the meanings specified:

**Applicable Law** means all statutes, laws, statutory instruments, bye-laws enactments, orders, rules, regulation or other similar instruments having the force of law in the territory where the Supplies are to be provided together with the other requirements, standards, codes, specifications and conditions of any relevant competent authority;

**Conditions** means the provisions set out herein, as amended from time to time, which Conditions exclusively apply to business to business transactions;

**Contract** means the contract between the Purchaser and the Supplier for the sale and purchase of the Supplies comprising these Conditions, the Order and any Special Conditions;

**ESD Requirements** means applicable requirements aimed at preventing Electro-Static Discharge;

**Force Majeure** means an event proved to be beyond the Purchaser's or the Supplier's reasonable control, including an act of God, epidemic, pandemic, fire, flood, explosion, earthquake, any act of Government, war, insurrection or riot but excluding changes in date;

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

**Order** means the purchase order for Supplies issued by the Purchaser from time to time, which incorporates these Conditions by reference and any amendments thereto;

**Order Acknowledgement Form** means any form of acknowledgement document issued by the Supplier to acknowledge the Order;

**Policies** means the Purchaser's policies relating to the provision of Supplies in force from time to time, the current versions of which will be as found on the Purchaser's website or otherwise provided to the Supplier in writing;

**Purchaser** means EC Electronics BV whose office is registered at Keizersgracht 127, 1015CJ Amsterdam, The Netherlands and registered at the Dutch trade register under number 75833336;

**Special Conditions** means those conditions headed as such on the Order;

**Specification** means the Purchaser's written technical requirement or other agreed means of defining the technical requirements for the Supplies, including any related plans and drawings, referred to by the Order;

**Supplier** means the person or company with whom the Order is placed;

**Supplies** means all goods, materials, work or services, which are the subject of the Order; and

**Working Day** means a day other than a Saturday or a Sunday or a public holiday in The Netherlands.

1.2 In these Conditions (except where the context otherwise requires):

- (a) a 'person' includes a natural person (not being a consumer), sole proprietorship (in Dutch: eenmanszaak), corporate or unincorporated body (whether or not having separate legal personality);
- (b) reference to a 'party' means the parties to the Contract and includes their respective successors or permitted assigns;
- (c) writing or written includes email and comparable means of communication;
- (d) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted, and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- (e) any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. APPLICABLE TERMS

The Contract contains the complete and entire understanding between the parties on the subject matter of the Order and supersedes all discussions, proposals, understandings, agreements (oral or written), relating to the subject matter of the Order, provided that nothing in these Conditions shall exclude any liability for fraudulent misrepresentation. The terms of the Contract supersede any terms that the Supplier seeks to impose or incorporate, whether stated on the Order Acknowledgement Form, communicated by the Supplier at the time of starting work

in respect of the Order and/or written on any other document purporting to be an acceptance of the Purchaser's offer, or which are implied by trade custom, practice or course of dealing.

### **3. ORDER**

3.1 If the parties have agreed the Conditions, any Special Conditions and any document referred to therein at the date of Order, the Order is the Purchaser's acceptance of the Supplier's offer and a Contract shall come into existence on this date. In this instance, the remainder of this Condition shall not apply.

3.2 If the parties have not agreed the Conditions and any Special Conditions and any document referred to therein at the date of the Order, the Order shall be the Purchaser's offer to the Supplier and the Supplier may accept by either returning an Order Acknowledgement Form or by starting work on the Order, and on such date the Contract shall come into existence.

3.3 The Supplier shall accept the Purchaser's offer, as described in Condition 3.2, within two (2) Working Days of the date of the Order being sent. The Order will be sent by email, post or electronic data interface (EDI).

3.4 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract. Further, the Supplier shall remain fully franchised for all Supplies it is quoting for or supplying to the Purchaser and all materials shall be purchased through franchised sources. The Supplier shall only quote for and supply Supplies from approved sources. Any exception to this must be clearly stated on the Supplier's quotation and agreed by the Purchaser in writing in advance. The supplier's certificate of conformance must reference any Supplies which have been supplied using an alternative (non-approved) source.

3.5 The Supplier shall ensure that:

- (a) all surface mount components are supplied in taped or reeled packaging unless otherwise authorised in the Order;
- (b) all Supplies are supplied as per the part number stated on the Order without deviation;
- (c) any amendments for packaging suffix/prefix are agreed with the Purchaser in writing in advance;
- (d) all Supplies are provided with traceability back to the original equipment manufacturer, including lot/batch code information;
- (e) where necessary, it obtains all quality records relating to the Supplies from any original manufacturer;
- (f) it retains all quality records relating to the Supplies for a minimum period of ten (10) years after the final delivery associated with the Order, unless agreed otherwise with the Purchaser in writing. Any disposal should only take place after confirmation in writing from the Purchaser; and

- (g) it complies with all Applicable Laws in respect of its activities under the Contract.

#### **4. ADHERENCE TO THE ORDER**

- 4.1 The Supplier shall provide the Supplies in all respects in accordance with the Contract and in particular the relevant Order.
- 4.2 The Order number and part number shall be quoted on all documents and packages sent by the Supplier to the Purchaser in respect of the Order.

#### **5. QUALITY**

- 5.1 The Supplier shall be subject to all reasonably applicable quality standards in addition to those specified on the face of the Order (which may include, but shall not be limited to, any of the following conditions). The Supplier shall ensure that the Supplies:
  - (a) are of satisfactory quality within the meaning of, including, but not limited to, Book 7, section 2 of the Dutch Civil Code (in Dutch: boek 7 afdeling 2 van het Burgerlijk Wetboek)) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgement;
  - (b) comply with all Applicable Laws, including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Supplies;
  - (c) conform with all generally accepted industry standards and practices and the terms of the Order;
  - (d) are manufactured, inspected and tested by the Supplier in accordance with the terms of the Contract;
  - (e) are accompanied by a certificate of conformity in accordance with its relevant quality standards; and
  - (f) shall, where applicable, meet IPC-A-610 Latest Version (PCB) or IPC-WHMA-A-620 Latest Version (Cable).
- 5.2 The Supplier shall ensure that all materials are compliant with (EU) RoHS. Statements of Compliance to RoHS, REACH, Conflict Minerals and all Applicable Laws shall be provided upon request. Packaging shall be in accordance with manufacturer guidelines and shall protect against Electro-Static Discharge (ESD), moisture ingress and mechanical damage, as appropriate.
- 5.3 The Purchaser may require the Supplier to conform to particular quality standards and where it does so the Supplier shall ensure that its certification is from a body requiring national accreditation and that it is subject to surveillance by the Supplier's national quality assurance representative.
- 5.4 Upon the Purchaser providing reasonable notice, the Supplier shall:

- (a) allow the Purchaser and persons authorised by the Purchaser (which may include the Purchaser's customer) access to the Supplier's premises as are being used to carry out work on or store the Supplies in order to inspect the manufacturing facility and equipment used by the Supplier, inspect and take samples of the raw materials or Supplies, test the Supplies and audit the facilities, processes and procedures used in manufacturing the Supplies; and
  - (b) on request, provide adequate and accurate data to the Purchaser relating to progress of work on the Supplies and their quality.
- 5.5 If, following such inspection, the Purchaser considers that the Supplies do not conform or are unlikely to conform to the Contract, the Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action (at its own cost) as is necessary to ensure compliance. The Purchaser may conduct further inspections after the Supplier has carried out its remedial actions.
- 5.6 Unless specifically agreed otherwise in writing, all Supplies shall be new and provided in machine ready packaging adhering to all necessary ESD Requirements (where applicable).
- 5.7 The rights of the Purchaser in this clause 5 are in addition and without prejudice to any rights at law or granted elsewhere in these Conditions.
- 5.8 The Supplier shall develop and maintain a Foreign Object Debris/Damage (**FOD**) prevention program for manufacturing areas to prevent introduction of foreign objects into any item delivered under the Order.

## **6. ADVICE AND RELEASE CERTIFICATES**

- 6.1 At the time of delivery of each consignment of the Supplies, the Supplier shall deliver to the Purchaser such documents (which shall include, advice notes, certificates of conformity and civil approved certificates) as required by the Order. If the Supplier is not the original manufacturer of the Supplies, where requested by the Purchaser or required as part of the Order, the Supplier shall provide with the delivery of each consignment of Supplies, copies of the original manufacturer's certificate of conformity.
- 6.2 The Supplier shall notify the Purchaser of any import/export restrictions relating to the Supplies and obtain such information from the original manufacturers where necessary, including details of US, UK and Dutch export compliance requirements (where applicable).
- 6.3 Subject to confidentiality requirements, the Supplier shall assist in providing, without charge, any information or documentation reasonably requested by a customer of the Purchaser relating to the Supplies.

## **7. PRICE**

- 7.1 The price of the Supplies shall be as set out in the Order.
- 7.2 The price of the Supplies shall be fixed (non-revisable) and exclusive of value added tax, but inclusive of all other taxes, imports, and fees.

- 7.3 If value added tax is payable it shall be separately identified on the invoice and shall be payable by the Purchaser subject to receipt of a valid VAT invoice.
- 7.4 Unless agreed otherwise in writing, the delivery term for Orders with suppliers within the European Union and the United Kingdom is DDP (Incoterms 2020) to the site specified by the Purchaser on the Order. The delivery term for Orders with suppliers outside of the European Union and United Kingdom is DAP (Incoterms 2020), unless otherwise agreed within the Order or via separate written agreement.
- 7.5 No additional charges, such as for packaging, insurance or delivery, shall be effective unless agreed in writing with the Purchaser in advance in writing and any such charge shall be separately identified on the invoice.

## **8. PAYMENT**

- 8.1 On or after delivery of the Supplies, the Supplier shall submit an invoice to the address of the Purchaser stated on the Order for the price of those delivered Supplies, plus VAT at the prevailing rate.
- 8.2 The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Supplier's VAT registration number and any supporting documents that the Purchaser may reasonably require.
- 8.3 The Purchaser shall pay correctly rendered and undisputed invoices within sixty (60) days of the end of the month in which the invoice is received (or within such other payment period as mutually agreed between the parties in writing). Payment shall be made to the bank account nominated in writing by the Supplier.
- 8.4 Any invoice discrepancies shall be raised by the Purchaser with the Supplier at the earliest opportunity.
- 8.5 If a party fails to make any payment due to the other party under the Contract by the due date for payment and such party remains in default after receiving a final written demand for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at the Dutch statutory commercial default interest rate.
- 8.6 The Purchaser may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Purchaser against any liability of the Purchaser to the Supplier. Any exercise by the Purchaser of its rights under this clause shall not limit or affect any other rights or remedies available to it under these Conditions or otherwise.

## **9. DELIVERY**

- 9.1 The Supplier shall ensure that delivery is made in accordance with the instructions set out in the Order and time shall be of the essence in relation to the delivery dates set out in the Order.
- 9.2 The Supplier shall ensure that all Supplies are properly and securely packed in accordance with relevant health and safety and national shipping regulations so as

to reach their destination in an undamaged condition and following the ESD Requirements where applicable. If the delivery is over 25kg it should be palletized or split into multiple boxes.

- 9.3 Where possible the Supplier shall use recycled packaging. The Supplier shall not use polystyrene packing chips for packaging.
- 9.4 If there is any delay in delivery due to causes (other than Force Majeure) which are not attributable to the negligence of the Purchaser, the Purchaser may terminate the Order with immediate effect and the Supplier shall be liable for damages in accordance with these Conditions. If the Purchaser sources alternative supplies due to the circumstances described in this Condition 9.4, the Supplier shall be required to contribute a reasonable cost of sourcing such alternative supplies, as determined by the Purchaser.
- 9.5 The Supplier shall not be liable for delays in delivery due to Force Majeure, provided that the Supplier promptly notifies the Purchaser of any delay or anticipated delay as soon as it is known and resumes performance as soon as possible thereafter. However, if such delay exceeds fourteen (14) days, the Purchaser shall be entitled to terminate the Order without incurring any liability whatsoever except in respect of that part of the Supplies already delivered and accepted by the Purchaser prior to such termination.
- 9.6 The Purchaser shall have the right to request the Supplier to delay delivery of any of the Supplies at any time without revision of the price.
- 9.7 Delivery of the Supplies shall be deemed completed on the completion of unloading in accordance with Condition 7.4.

## **10. TITLE AND RISK**

Title to and risk in the Supplies shall pass to the Purchaser on completion of delivery.

## **11. ACCEPTANCE**

- 11.1 Where no acceptance tests are specified in the Order, the Purchaser shall have the right to inspect the Supplies after delivery and acceptance shall take place if the Supplies are satisfactory to the Purchaser on inspection or, if no inspection is made, the Supplies shall be accepted after they have been taken into use by the Purchaser. In the case of a latent defect in the Supplies, the Purchaser shall not be deemed to have accepted the Supplies until a reasonable time after the latent defect has become apparent.
- 11.2 If the Purchaser is not satisfied that the Supplies are delivered in accordance with the Contract, then without limiting any other right or remedy that the Purchaser may have, the Purchaser may:
- (a) reject the Supplies delivered in whole or in part;
  - (b) give notice to the Supplier to promptly replace or repair the Supplies delivered at the Supplier's expense and risk; and

- (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Supplies that do not conform with the terms of the Contract.
- 11.3 If the Supplier fails to promptly repair or replace rejected Supplies in accordance with Condition 11.2(b), the Purchaser may, without affecting its rights under Condition 11.2(c), obtain substitute products from a third party supplier, or have the rejected Supplies repaired by a third party, and the Supplier shall reimburse the Purchaser for the costs it incurs in doing so.

## **12. WARRANTY**

12.1 The Supplier warrants that:

- (a) the Supplies conform in all respects with the Specification; and
  - (b) the Supplies are free from defects (whether actual or latent) in design (where the Supplier or manufacturer is the design authority), materials and workmanship.
- 12.2 The warranty in Condition 12.1 shall, in respect of each item of the Supplies, continue for fifteen (15) calendar months from the date of acceptance of such item of the Supplies (**Warranty Period**).
- 12.3 If there is a defect in the Supplies during the Warranty Period, the Supplier shall at its own expense and risk, but at the discretion of the Purchaser, without delay, either repair or replace the defective Supplies or refund the Purchaser the price of the defective Supplies.
- 12.4 These Conditions shall apply to any repaired or replacement Supplies supplied by the Supplier from the date of acceptance of them by the Purchaser.

## **13. REMEDIES**

### **13.1 Termination for Default**

- (a) If the Supplier is in breach of the Contract (including the warranty at Condition 12.1), the Purchaser may give the Supplier a written notice specifying the breach.
- (b) If the breach is not capable of remedy the Purchaser shall be entitled to terminate the Contract immediately.
- (c) If the breach is capable of remedy, the Supplier shall at its own expense rectify the breach within twenty-eight (28) calendar days of the date of the notice. If the Supplier does not rectify the breach within twenty-eight (28) calendar days (or such other period as may be agreed in writing) the Purchaser may give written notice to the Supplier immediately terminating the Contract. The provisions of this Condition 13.1 shall at all times be subject to and without prejudice to the provisions of Condition 9.



### **13.2 Indemnity**

The Supplier shall indemnify and keep the Purchaser indemnified in full against all losses, liabilities, actions, claims, damages, compensation, obligations, injuries, costs and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and expenses) of whatever nature suffered or incurred by the Purchaser in connection with or as a result of the negligence, breach of Contract, failure or delay in performance of the Contract or breach of statutory duty caused by the acts or omissions of the Supplier, its employees, sub-contractors or agents in their performance of the Contract or in connection with any defect in any item of the Supplies. This indemnity shall continue in force notwithstanding termination for whatever reason of the Contract.

### **13.3 Termination for Insolvency**

If either the Supplier or Purchaser becomes insolvent, has a receiver, liquidator, administrative receiver, administrator, trustee or other similar officer appointed over the whole or part of its assets, or an order is made or a resolution is passed for the winding up of such party (save for a solvent winding up as part of a bona fide reconstruction or amalgamation) or if an administration order is made in respect of such party or if it makes an arrangement or assignment for the benefit of its creditors or if an analogous event to any of the foregoing occurs in respect of such party anywhere in the world, the other party may, without prejudice to its rights and remedies under the Contract or any other remedies arising at law, suspend the performance of, or terminate, the Contract immediately (whether in whole or in part) without incurring any liability whatsoever except in respect of Supplies delivered before the date of any of the above mentioned events.

### **13.4 Change of Control**

In the event the Supplier is acquired by or merged with any third party or undergoes a change of control, the Purchaser shall be entitled to suspend the performance of, or terminate, the Contract immediately (whether in whole or in part) without incurring any liability whatsoever except in respect of Supplies delivered to the Purchaser before the occurrence of the change of control.

### **13.5 Termination**

- (a) The Purchaser may terminate by giving notice (in Dutch: opzeggen) the Contract for any reason or for no reason by giving 30 days prior written notice to Supplier. In addition, the Purchaser may terminate the Contract immediately and without prior notice (in Dutch: ontbinden) (in whole or in part) if Supplier is in breach of any provision of the Contract.
- (b) In case of termination, the Supplier shall comply with any directions regarding the Supplies given by the Purchaser.
- (c) The Purchaser and the Supplier shall agree a fair and reasonable price for all work reasonably done and materials reasonably purchased by the Supplier for the purpose of carrying out work on the Contract up to the date of

cancellation. The parties agree that such amount shall be in satisfaction of all sums due to the Supplier by the Purchaser under the Contract.

- (d) The price agreed under clause 13.5 (c), together with any sums paid or due to the Supplier under the Contract before the effective date of termination shall not exceed the total price of the Supplies under the Contract and such payment shall be the Purchaser's sole liability in respect of the cancellation.
- 13.6 Any termination or cancellation of the Contract by the Purchaser for whatever reason shall be without prejudice to any rights or remedies which may have accrued to the Purchaser prior to termination or cancellation and the Purchaser shall use its reasonable endeavours to mitigate its loss on any termination.

#### **14. INTELLECTUAL PROPERTY RIGHTS**

- 14.1 The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Purchaser to the Supplier (**Purchaser Materials**) and all Intellectual Property Rights in the Purchaser Materials are and shall remain the exclusive property of the Purchaser. The Supplier shall keep the Purchaser Materials in safe custody at its own risk, maintain them in good condition until returned to the Purchaser and not dispose or use the same other than in accordance with the Purchaser's written instructions or authorisation.
- 14.2 In consideration of the prices payable under the Contract, all Intellectual Property Rights in the Supplies created as a result of the work undertaken by the Supplier or its sub-contractors for the purpose of the Order shall vest in and be the absolute property of the Purchaser and the Supplier shall do all necessary acts to vest such Intellectual Property in the name of the Purchaser or its nominee, such acts to include the execution of documents. To the extent the Intellectual Property Rights do not automatically vest in the Purchaser, the Supplier hereby assigns to the Purchaser (by way of present and, where appropriate, future assignment) absolutely and with full title guarantee, all of its rights, title and interest in the Supplies by the Supplier.
- 14.3 The Supplier warrants that having carried out all reasonable investigations, the Supplies and the intended use of the Supplies by the Purchaser will not infringe any Intellectual Property Rights of a third party existing or pending at the date of the Order.
- 14.4 The Supplier shall indemnify and hold the Purchaser harmless from and against all losses, liabilities, actions, claims, damages, injuries, costs and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and expenses) of whatever nature which may be suffered or incurred by or on behalf of the Purchaser as a result of or in connection with the infringement or alleged infringement of any third party Intellectual Property Rights arising in connection with the Supplies.
- 14.5 The Purchaser shall upon request be given full control of any proceedings or negotiations in connection with any Intellectual Property Rights claims and shall diligently pursue the same unless both parties agree otherwise. The Purchaser shall consult with the Supplier in relation to such actions.

## 15. POLICIES

15.1 The Supplier shall familiarise itself with the Purchaser's Policies and shall ensure that it complies with such Policies insofar as they relate to the Supplier's activities under the Contract.

15.2 Without prejudice to Condition 15.1:

- (a) the Supplier will under no circumstances whatsoever knowingly engage in and/or employ child labour and, in particular it shall not employ young persons under the age of 18 at night or in hazardous conditions ('*Child*' in this context means any person(s) less than 16 years of age and young person's refers to workers over the age of 16, but under the age of 18); and
- (b) the Supplier shall ensure that the working hours and working conditions of its employees comply with national laws and trading standards and shall use its best endeavours to monitor and ensure its Suppliers comply with this code of practice.

## 16. INSURANCE

16.1 The Supplier shall be liable to the Purchaser for all losses, liabilities, actions, claims, costs and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and expenses) of whatever nature suffered or incurred by the Purchaser in connection with or resulting from the negligence, breach of contract or breach of statutory duty caused by the acts or omissions of the Supplier, its employees, sub-contractors or agents.

16.2 If the Supplier's employees, agents or sub-contractors are present on the sites of the Purchaser or such other sites as the Order requires, the Supplier shall effect legal liability insurance of not less than ten million euros (€10,000,000) per event or series of events in respect of loss of or damage to property of the Purchaser or death or injury to persons resulting from performance of the Order.

**[VCL Comment: please include the relevant amount in Euro]**

16.3 The Supplier shall effect and maintain general third-party product liability insurance in respect of any Supplies that are to be incorporated into the Purchaser's products for onward sale. Such product liability insurance must be commensurate with the exposure potential of the Supplies when incorporated into the Purchaser's onward sale product and shall be not less than ten million euros (€10,000,000) per event or series of connected events, unless agreed otherwise between the parties in writing.

**[VCL Comment: please include the relevant amount in Euro]**

16.4 On request by the Purchaser, the Supplier shall provide the Purchaser with a certificate of insurance or such other evidence reasonably satisfactory to the Purchaser that the above insurances are in full force and effect in respect of the Supplier's obligations under the Order.

## 17. CONFIDENTIALITY, SECURITY, PUBLICITY AND DATA PROTECTION

- 17.1 **Confidential Information** means all information of a confidential nature disclosed in whatever form by either party and includes any information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of its group, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers. Confidential Information shall not include information which:
- (a) is in the receiving party's unrestricted possession at the date of disclosure under the Contract;
  - (b) is in or enters into the public domain without breach of these Conditions by the receiving party; or
  - (c) the receiving party can prove to have been developed by it independently of the Intellectual Property disclosed under the Order.
- 17.2 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination disclose to any person any Confidential Information, except as permitted by Condition 17.3 below.
- 17.3 Each party may disclose the other party's Confidential Information to:
- (a) its employees, officers, agents, consultants or subcontractors who need to know this information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract, but each party shall ensure that anyone to whom it discloses the other party's Confidential Information complies with this Condition; and
  - (b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
- 17.4 The Supplier shall not use the Purchaser's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 17.5 The Supplier shall not disclose the Order or the subject matter of the Order, the Purchaser's name, the name of the Purchaser's customer, the name of any project or programme, or any other Intellectual Property or information acquired through its dealings with the Purchaser for any reason whatsoever including for publicity or marketing purposes, in each case without the prior written consent of the Purchaser.
- 17.6 Any information given to the Supplier by the Purchaser shall remain the absolute property of the Purchaser and shall be returned to the Purchaser or (at the Purchaser's option) be destroyed by the Supplier on termination or cancellation of the Order.
- 17.7 Each party shall, at its own expense, ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications including,

without limitation: the General Data Protection Regulation (EU) 2016/679 (in Dutch: "AVG") and the General Data Protection Regulation (Implementation) Act (in Dutch: "UAVG").

## **18. TOOLING**

If the Supplier has created tooling, moulds, test equipment, circuit boards or other technology specifically in relation to the Supplies, the Purchaser shall have the option to purchase such technology (and/or any Intellectual Property Rights therein at the Purchaser's further option) from the Supplier. If the Purchaser does decide to purchase such technology, the Supplier shall co-operate with the Purchaser to ensure that any such rights vest in the Purchaser where requested by the Purchaser.

## **19. PROPERTY ISSUED BY THE PURCHASER**

19.1 The Supplier shall not acquire any legal or beneficial interest in any property supplied to it by or on behalf of the Purchaser (whether on free issue or loan) for performance of work on the Order.

19.2 Any such property possessed or controlled by the Supplier, shall be held at the Supplier's risk, stored and booked separately from other property, maintained at the Supplier's expense in good and serviceable condition, clearly marked as "*EC Electronics BV property*" and only be used by the Supplier for the performance of the Order.

19.3 At the request of the Purchaser (which may be made at any time) or on completion of the Contract, such property issued to the Supplier shall, unless incorporated into the Supplies, be returned promptly to the Purchaser.

19.4 Upon reasonable written notice being given to the Supplier, the Purchaser shall have the right to enter the Supplier's premises to recover any of its property.

## **20. COMPLIANCE WITH LAW**

20.1 The Supplier shall comply with all Applicable Laws and any other statutory or other requirements applicable to its business in performing work under the Contract.

20.2 The Supplier warrants that it has obtained all necessary export approvals for the provision of the Supplies to the Purchaser.

## **21. INDUCEMENTS & BRIBERY ACT 2010**

21.1 The Purchaser is committed to the highest standards of ethical conduct and integrity in its business activities in (inter alia) The Netherlands. This Condition 21 outlines the Purchaser's position on preventing and prohibiting bribery, in conformity with the Bribery Act 2010 (and/or other similar local acts or regulations if applicable) and with the Purchaser's corporate policies with regard to preventing and prohibiting bribery. The Purchaser will not tolerate any form of bribery by, or of, its employees, agents or consultants or any person or body acting on its behalf. Senior management is committed to implementing effective measures to prevent, monitor and eliminate bribery. The Supplier shall not:

- (a) induce an employee of the Purchaser to make any concession to the Supplier, issue the Order or alter any of the requirements of the Order in return for any gift, money or other inducement;
- (b) pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation and/or issue of the Contract; or
- (c) encourage an employee of the Purchaser to commit any act of dishonesty against the Purchaser which may benefit the employee or be a detriment to the Purchaser, or both.

## **22. CONTINUITY OF SUPPLY AND OPERATIONAL CHANGES**

The Supplier shall not unreasonably refuse to provide Supplies under the Contract. Prior to any action to discontinue the provision of any Supplies under the Contract, the Supplier shall provide the Purchaser with a "*Last Time Buy Notice*" at least twelve (12) months prior to any such action. In addition, at such time, the Supplier shall offer to the Purchaser the opportunity to acquire drawings and (in accordance with Condition 18) any Supplies' unique tooling. This provision survives the delivery of items under the Contract. It is a requirement of the Purchaser and its end customers to be informed of any operational Changes which may have an effect on the quality of the delivered product or service. This may include plant relocation, personnel change, process change and or suspension on a quality system.

## **23. GENERAL**

- 23.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 23.2 No waiver by the Purchaser of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 23.3 The Purchaser shall be entitled to vary these Conditions by giving notice in writing to the Supplier of the variation and the variation shall take effect 7 days from the date of such notice unless the Supplier objects in writing in respect of any binding Contract.
- 23.4 No work on the Contract may be sub-contracted by the Supplier without the prior written consent of the Purchaser (which shall not be unreasonably withheld).
- 23.5 The Contract may not be assigned in whole or in part by the Supplier without the prior written consent of the Purchaser (which shall not be unreasonably withheld). However, the Purchaser may assign the Contract or performance of it to any third party on giving notice in writing to the Supplier. The Supplier hereby grants in advance its approval to such assignment within the meaning of Section 6:159 of the Dutch Civil Code.
- 23.6 If any term of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability

of the other terms of these Conditions and the remainder of the term in question (if applicable), which shall continue to apply.

#### **24. LAW AND JURISDICTION**

The formation, existence, construction, performance, validity and all aspects of these Conditions and each Contract , as well as any and all (contractual or non-contractual) rights, obligations, claims or disputes arising in connection with these Conditions and each Contract, are governed by and will be interpreted exclusively in accordance with Dutch law. All disputes related to these Conditions and each Contract and any and all (contractual or non-contractual) rights, obligations, claims or disputes arising in connection therewith will be submitted exclusively to the competent court of Amsterdam.