

# SEI Interconnect Products (Europe) Ltd.

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. DEFINITIONS

1.1 "Buyer" means SEI Interconnect Products (Europe) Limited, a company incorporated in England with company number 03639819 with limited liability with its principal office in Swansea at Axis 10, Axis Court, Mallard Way, Riverside Business Park, Swansea Vale, SA7 0AJ; 1.2 "Conditions" means the terms and conditions of purchase set out below and any special terms and conditions agreed in writing by the Buyer; 1.3 "Contract" means any and all contracts for the sale of the Goods by the Seller to the Buyer (and where appropriate references to the Contract shall mean the Contract the Buyer's purchase order and these Conditions); 1.4 "Delivery Date" means the date specified by the Buyer when the Goods are to be delivered; 1.5 "Goods" means the goods which the Seller agrees to sell to the Buyer; 1.6 "Seller" means the party who sells or agrees to sell the Goods to the Buyer.

### 2. APPLICABILITY OF CONDITIONS

2.1 These Conditions shall apply to all Contracts for the purchase of Goods by the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply or which are implied by law, trade custom, practice, or course of dealing. 2.2 All orders for Goods shall be deemed to be an offer by the Seller to sell Goods pursuant to these Conditions. 2.3 Receipt of the Seller's order confirmation by the Buyer and/or documents produced by the Seller proving dispatch of Goods and/or commencement of delivery of Goods (even partial) and/or other performance of the Contract by the Seller shall be deemed to be conclusive evidence of the Seller's acceptance of these Conditions. 2.4 The Buyer may cancel its order if not accepted by the Seller in writing within seven (7) days of the date shown on the Purchase Order. 2.5 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall not be valid unless agreed in writing by the Buyer.

### 3. THE GOODS

3.1 The Goods shall be supplied in accordance with the description contained in the Seller's specification current at the time of the Buyer's submission of the purchase order for the Goods ("the Specification").

### 4. WARRANTY AND LIABILITY

4.1 The Seller expressly recognises that it has full knowledge of the intended use of the Goods, material, equipment and parts to be delivered in accordance with this Contract. The Seller warrants that the Goods shall be fit for purpose, delivered promptly, diligently, comply with these Conditions and the Contract to which they relate, delivered in accordance with required delivery dates, conform to any description, specification, policies, manuals and drawings, and shall be free from defects in design, material, workmanship and title. 4.2 The Seller shall warrant that the Goods supplied by the Seller under or in connection with these Conditions and any Contract to which they relate in accordance with these Conditions, including but not limited to Conditions 4.1 and 16, and unless otherwise agreed in writing on a purchase order, for a period of thirty-six (36) months from the first delivery of the Good (for Goods) ("Warranty Period"). In the event of a defect in any Goods, the Seller shall (at the Buyer's option and at no cost to the Buyer) promptly repair or replace the defective Goods or the Buyer shall (at its option) be entitled to reject the defective Goods. The Warranty Period in respect of any replaced or repaired Goods shall be extended by a period equivalent to the Warranty Period, commencing from the date such Goods were repaired or replaced by the Seller under these Conditions ("Extended Warranty Period"). Any cost or expense incurred by any persons removing, refitting, repairing, replacing or transporting Goods pursuant to this Condition 4 shall be borne by the Seller. 4.3 Without prejudice to the Buyer's rights and remedies under these Conditions, the Seller shall pass on to the Buyer (so far as the Seller is legally able to do so) the benefit of any warranties given to the Seller by third parties in relation to the Goods or any part of the Goods. 4.4 If the Goods are defective and the Seller fails to promptly repair, replace or reperform them in accordance with Condition 4.2 then, without prejudice to the Buyer's other rights and remedies under these Conditions or applicable law, at the Buyer's option and at no cost to the Buyer: (i) the Seller shall refund to the Buyer the Price of the defective Goods, (ii) the Buyer may reject or deduct payment of the Price of the defective Goods, (iii) the Buyer may choose to accept the defective Goods and the Buyer shall be entitled to a reasonable reduction in the Price, (iv) the Buyer may rectify or arrange to have rectified such non-conformance at the Seller's cost, or (v) the Buyer may at the Seller's cost procure goods similar to the Goods from alternate sources in order to meet customer requirements. 4.5 Where the Goods are rejected by the Buyer, they will at the option of the Buyer, either be held by the Buyer at the Seller's risk pending collection or be returned to the Seller at the Seller's expense and risk. Any warranty expressly contained in the Contract will not limit the application of any implied warranties, conditions or of any other legal warranties, and the Buyer may exercise any remedies available under these Conditions or at law or equity without limitation. 4.6 The Seller agrees that the Buyer or the Buyer's designated agent shall have the right to enter the Seller's facilities, and if applicable any other facilities at which Goods are being produced, at reasonable times to inspect, examine and test the facilities, Goods, materials and any other property used in the production of Goods or to be delivered to the Buyer. The Seller shall immediately provide the Buyer with certified copies of the results of any inspection, examination or test carried out by or on behalf of the Seller. Such inspection, examination or test shall not constitute or imply acceptance of any Goods. If required by the Buyer, the Seller shall submit samples for approval and the manufacture of the Goods shall not commence until the Buyer has approved the samples in writing. The Buyer may retain the samples until the Goods have been accepted.

### 5. PRICE AND PAYMENT

5.1 The price stated in the Contract is fixed and shall not be varied except as expressly provided for in these Conditions or any special conditions agreed in the Contract and is inclusive of: (i) all duties, levies and taxes in the country of origin of the Goods excluding value added tax or equivalent tax, (ii) any carriage or packing

charges relating to Goods, and (iii) any travel, accommodation or other incidental expenses required in relation to the delivery of any Services ("Price"). 5.2 The Seller will submit invoices when dispatching the Goods (at the latest), in the same language as the relevant purchase order to the Buyer's Purchasing Department, including particulars of the purchase order to which it relates. Where packing charges are payable (as agreed in advance with the Buyer) as set out in the Contract, such charges shall be invoiced at no greater than their actual cost to the Seller and shall be invoiced separately. All invoices will include the purchase order number, and any other supporting information or evidence requested and notified by the Buyer. Without prejudice to the Buyer's rights under contract or at law, the Buyer shall be liable to pay only for Goods accepted and received, whether in whole or in part. 5.3 Where all or part of the Goods have been delivered and used in the business of the Buyer and a price for the same has not been agreed the price payable shall be that specified in the Contract, but if no price appears on the purchase order the Buyer reserves the right to pay a reasonable price calculated by reference to other prices paid to the Seller for similar Goods. 5.4 Unless otherwise stated on the purchase order, the Buyer will electronically transfer payment to the Seller within ninety (90) days after the date on which the relevant Goods have been received (or the date on which the price of unpriced Goods has been established pursuant to Condition 5.3, whichever occurs later), provided that the Seller has supplied such Goods in accordance with these Conditions and has issued an invoice, such invoice is accurate and was received by the Buyer's Accounts Department within thirty (30) days of delivery or completion of Goods. If such day is not a normal banking day in England, then electronic transfer of payment will be on the next banking day. Where the Buyer collects Goods from the Seller, "received" means formal receipt by the Buyer's nominated courier or where the Goods are delivered to the Buyer's premises, "received" means formal receipt by the Buyer's Goods received area. Without prejudice to the Buyer's other rights and remedies, the Buyer may deduct from or set off against any payments due to the Seller under these Conditions the amount of any bona fide contra accounts or other claims that the Buyer may have against the Seller in connection with these Conditions. The Buyer shall have no liability to make payments to the Seller in respect of adjustments to any amounts invoiced and paid for by the Buyer within one (1) year from the date of the performance or delivery of the Goods.

### 6. EXCLUSIVE MANUFACTURE

The Seller shall not during the period of the Contract and contract or at any time thereafter manufacture or procure to be manufactured for any person, firm or company other than the Buyer any goods relating to or based on drawings, designs, data, samples, specifications or other instructions of a technical nature originating from, created for, or commissioned or owned in whole or in part by the Buyer.

### 7. DELIVERY OF THE GOODS

7.1 Time, place, quantity, and manner of delivery of the Goods and are of the essence. 7.2 The Goods must be suitably packed to ensure safety in transportation. All packages and packing material shall be at the cost of the Seller, unless otherwise agreed in writing between the Parties. The Goods shall be delivered carriage free and shall be at the risk of the Seller, until so delivered to the Buyer's site or such other place as set out in the Contract or agreed in writing between the Parties. 7.3 The Goods shall be delivered to the Buyer on the Delivery Date to the location set out in the order confirmation or such other location as the parties may agree, where delivery shall be completed. 7.4 Timely delivery is a material condition of these Conditions. Unless otherwise provided for in the Contract, Goods shall be delivered to the Buyer's site Delivered At Place Unloaded (DPU) (INCOTERMS 2020). Offloading shall be at the Seller's risk and expense and the Seller shall insure the Goods to their full replacement value during transit and until they have been offloaded at the agreed delivery point. The Seller shall at the Buyer's request assist the Buyer in claiming applicable customs duty relief, including providing the Buyer with all necessary supporting documentation (such as certificates of origin). All Goods must be accompanied on delivery by a detailed delivery note indicating the Contract number and giving full particulars of the Goods delivered. 7.5 If the delivery times as set out in the Contract cannot be met or at any time at the Buyer's request, the Seller shall provide prompt information to the Buyer as to the causes and the mitigation action it proposes to take. If required by the Buyer, the Seller will be liable for the cost of expedited freight (including air freight). The Buyer may, at its sole discretion, require the Seller to suspend all performance under a purchase order at the Seller's cost for a period of up to six (6) months. In the event of any suspension of the Seller's performance under this clause, the Buyer's obligation to pay for such Goods shall be suspended for the same period. 7.6 The Buyer shall not be obliged to accept any quantity of Goods other than that shown on the Contract, at the delivery date and location(s) specified therein. The Buyer reserves the right to reject any delivery made in advance of the delivery date or other than at the deliver location(s) shown on the purchase order. Goods delivered in excess of the quantities specified in the purchase order may be returned at the Seller's risk and expense. 7.7 If the Goods have a limited shelf life, the Seller shall inform the Buyer of the storage conditions recommended for the longest possible shelf life for, and indicate the minimum and maximum shelf life of, the Goods. Any Goods or other materials which are manufactured for but not delivered to the Buyer and which are Buyer, packaged or labelled in such a manner as to identify the Buyer shall not be disposed of to third parties without the Buyer's prior written consent and, if the Buyer so consents, all information identifying the Buyer shall be removed by the Seller from the Goods, materials and packaging prior to third party disposal. 7.8 The Seller shall maintain a supply of spare parts for Goods supplied to the Buyer for a period of ten (10) years from the date of supply. The Seller shall deliver spare parts within ten (10) days of order at the list price.

### 8. MATERIALS PREPARED BY THE SELLER

Any goods, materials, drawings, designs, patterns, tools, jigs and other equipment that are required for the execution of, and made specially for, the Contract become the property of the Buyer on completion of the Contract, unless otherwise agreed by the Buyer in writing.

### 9. TITLE

Title to the Goods shall pass to the Buyer upon (i) receipt at the facility designated by the Buyer in accordance with or as otherwise stated on the purchase order, and (ii) a representative authorised by the Buyer's signing a delivery note quoting the purchase order number. Such passing of title shall not prejudice the Buyer's rights of rejection under Condition 4.4. Risk of loss or damage to the Goods shall pass upon acceptance of the Goods by the Buyer. Where any payment is made by the Buyer prior to delivery, the title (but not risk of loss or damage) to any Goods so paid for shall immediately pass to the Buyer.

### 10. CUSTOMS AND TAXES

Any additional new and/or increased customs, duties, taxes, fees, charges, freight, freight surcharges, insurance premiums, export surcharges and/or other extra expenses which become payable after the date of the Contract in relation to its performance shall be for the account of the Seller.

### 11. INSURANCE AND INDEMNITY

11.1 The Seller shall obtain and maintain, at its expense, comprehensive general liability insurance, including contractual liability and product liability, covering the Seller's premises and operations in the sum of at least five (5) times the total Price of the Goods. Such policy shall be issued by an insurer or insurers satisfactory to the Buyer. The Seller shall furnish the Buyer with a certificate of insurance certifying the existence of the required insurance upon request. 11.2 The Seller shall be solely responsible for and shall indemnify and hold the Seller harmless, on demand, from and against all costs, claims, damages, fines, losses and expenses (including without limitation to the Buyer's liability to third parties in law and contract, any increase in cost to the Buyer in procuring goods equivalent to the Goods from third parties, stopping or interference with the production or manufacture or supply or recall by the Goods of any goods, equipment or stock, investigation expenses and legal fees incurred in litigation or because of the threat of litigation), due to: (i) acts, omissions or negligence of the Seller, (ii) any breach by the Seller of these Conditions or any Contract to which they relate, (iii) defects, whether latent or patent, in the Goods or workmanship on the Goods or defective design of the Goods purchased by the Buyer from the Seller, and (iv) any third party claims resulting from any of the above. The Seller shall provide the Buyer with all such facilities, assistance or advice as the Buyer may request for the purpose of contesting any claims in respect of which the Seller has indemnified and held the Buyer harmless pursuant to this Condition 11.2.

### 12. INTELLECTUAL PROPERTY OF THE SELLER

12.1 The Seller shall indemnify the Buyer for any liability, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Buyer in connection with any claim made against the Buyer for actual or alleged infringement of a third parties intellectual property rights of the Buyer other than in accordance with the Contract. This Condition 12.1 shall survive termination of the Contract.

### 13. CANCELLATION

13.1 In addition to and without prejudice to other rights, the Buyer reserves the right to cancel, vary or suspend all or any part of the Contract and/or to the award of damages for any consequential loss or expenses incurred if the Contract is not fulfilled at the time or place or in the quantity or manner specified. The Buyer shall not be liable for any loss or damage whatsoever arising from such cancellation.

### 14. CUSTOMER CONTRACTS

14.1 Where the Goods are required to enable the Buyer to fulfil a contract with a specific customer and the identity of the specific customer and terms of such contract have been notified to the Seller, the Seller shall be deemed to be bound by such contract between the Buyer and the Buyer's customer as though it were named as the supplier under such contract. In the event of a conflict between (i) these Conditions or Contract; and (ii) the contract between the Buyer and its customer, the contract between the Buyer and its customer shall prevail. 14.2 The Seller consents to the Buyer transferring the benefit of any guarantee, warranty or similar rights given by the Seller to the Buyer in relation to the Goods to any other person, firm or company to whom the Buyer sells, hires or disposes of such Goods, with the effect that such guarantee, warranty or similar right may be enforced against the Seller not only by the Goods, but also by any person, firm or company claiming through or against the Buyer in relation to the Goods.

### 15. CONFIDENTIALITY

The Seller shall not divulge to any person whatsoever or otherwise make use of (and shall use its best endeavours to prevent the publication or disclosure of) any trade secret or confidential information concerning the business affairs, customers, clients or finances of the Buyer which may be disclosed to or received by the Seller during the course of its dealings with the Buyer. The Seller shall not use the Buyer's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 16. FORCE MAJEURE

Any delay or failure of either Party to perform its obligations under these Conditions and the Contract to which they relate will be excused if, and solely to the extent that, such delay or failure is caused by an event or occurrence that is not reasonably foreseeable, is beyond the reasonable control of the affected Party, occurs without its fault or negligence and which cannot be reasonably avoided or overcome by the affected Party despite acting in accordance with best industry practice and using its best endeavours to do so. Such events or occurrences may include fires, floods, storms, explosions, riots, natural disasters, wars, sabotage, embargo, insurrection, requisition, extensive military mobilization ("Force Majeure Event") but for the avoidance of doubt, logistics cost increases, raw material shortages, supply chain issues and increased costs of such issues, strikes, lockouts or other industrial action or disputes specific to the Seller, its subcontractors or agents shall not be considered a Force Majeure Event. The affected Party shall give written notice to the other Party indicating the nature of the Force Majeure Event, its impact on performance (including but not limited to the duration of the delay or failure resulting from such Force Majeure Event) as soon as possible but in any event no later than five (5) days after the date the affected Party became aware or should have become aware (whichever is earlier) of the Force Majeure Event with such supporting evidence as the other Party may reasonably require ("Force Majeure Notice"). The issuance of a Force Majeure Notice within such five (5) day period shall be a condition precedent to the affected Party's entitlement to be relieved from performance due to a Force Majeure Event. No Force Majeure Event shall entitle the affected Party to additional costs or to any adjustments in the Price. If the delay resulting from the Force Majeure Event lasts more than thirty (30) days, the Purchaser may immediately terminate the Contract without incurring liability. The Seller shall in any event use its best endeavours to mitigate the effects of any delay and shall only be excused from delays in performance to the extent it is unable to do so mitigate such delays.

## 17. TERMINATION

17.1 Without prejudice to any rights and remedies, the Buyer may at its convenience and irrespective of cause immediately terminate a purchase order or Contract and any agreement relating to the Goods in whole or in part by giving the Seller written notice, identified as a "Notice of Termination", whereupon all work on that Contract will cease. The Buyer will pay the Seller in full and final satisfaction of all claims arising out of such termination: the Price of all Goods which the Seller has justifiably produced and completed in accordance with: (i) such terminated Contract or part of the Contract; and (ii) these Conditions, and which the Buyer has not paid for. 17.2 If the Seller fails to fulfil any of its obligations under these Conditions, the Buyer may require the Seller to remedy such failure on written notice. If the Seller fails to remedy such failure within seven (7) days (or such shorter period as the Buyer may specify in the notice depending on the nature of the failure) of the Buyer's written notice, the Buyer may (without prejudice to its other rights and remedies) issue a Notice of Termination and terminate the relevant Contract or any agreement relating to the Goods in whole or part without incurring any liability. 17.3 The Buyer may, by Notice of Termination to the Seller, immediately terminate the whole or any part of the Contract including all outstanding shipments or instalments or any other contract with the Seller on the happening or occurrence of any of the following events: 17.3.1 if the Buyer fails to perform any of its other obligations under the Contract or commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so; 17.3.2 if the Seller becomes insolvent or if any distress or execution is levied upon any of the Seller's goods or if the Seller offers to make any arrangement with its creditors or commits an act of bankruptcy or if the Seller is unable to pay its debts as they fall due or if being a limited company any resolution or petition or similar motion to wind-up the Seller shall be passed or presented or if a receiver, administrator or administrative receiver or manager shall be appointed over the whole or any part of the Seller's business or assets or if the Seller shall Seller any analogous proceedings under foreign law; or 17.3.3 if the Buyer fails to carry out any of its obligations under any other contract made with the Buyer. 17.4 Termination or postponement of the Contract pursuant to the foregoing provisions shall be without prejudice to any other rights or remedies of the Buyer. 17.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination and payment in accordance with Condition 3 of Goods delivered in accordance with Condition 7. The Buyer has no further liability to the Seller. 17.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## 18. NOTICES

Any notice required to be served pursuant to the Contract shall be in writing and served by first class post or delivered to the Seller at the address of the Seller given on its invoice for the Goods or such other address as the Seller may from time-to-time notify to the Buyer and to the Buyer at the Buyer's registered office or principal place of business or such other address as the Buyer may from time-to-time notify in writing to the Seller for this purpose. Any notice shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by first-class post, at 9.00 am on the second Business Day after posting; (iii) if sent by email during business hours on a day that is not a public holiday in the place of receipt (in relation to notice given by the Buyer only). This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 19. INVALIDITY

If any provision of the Contract is or becomes at any time under any law, rule or regulation unenforceable or invalid, no other provisions of the Contract shall be affected thereby and the remaining provisions of the Contract shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted in the Contract.

## 20. WAIVER

A failure or delay by a party to exercise a right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

## 21. SUB-CONTRACTING

The Buyer may assign, transfer, license or sub-contract all or any part of its rights and obligations under the Contract without the Seller's consent. The Seller may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Buyer.

## 22. GOVERNING LAW

The validity construction and performance of the Contract shall be governed by English law.

## 23. DISPUTES

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Condition. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England.

## 24. HEADINGS

The headings in these Conditions are for the purpose of reference only and shall not limit or otherwise affect the meaning thereof.

## 25. COMPLIANCE WITH LAWS AND STANDARDS

25.1 The Seller agrees to fully observe and comply with all applicable laws, rules, regulations and orders, including all applicable standards (such standards to include without limitation all BS, EN and ISO standards applicable to the Goods at the time the Parties agree the Contract, pertaining to the production and sale of the Goods. 25.2 Without prejudice to the generality of the foregoing, the Seller agrees to furnish only the Goods (and packaging) which comply with all laws, rules, regulations and orders pertaining to safety and health standards and to environmental compliance, including but not limited to chemical, biological and radioactive substances or matters. The Seller shall comply with all legal requirements relating to product marking in relation to the Goods. The Seller shall prior to delivery provide the Buyer with a list of by name and description of any harmful properties or ingredients in the Goods and packaging supplied, and after delivery shall inform the Buyer of any changes in such properties or ingredients. 25.3 The Seller warrants and undertakes that it will not use or permit the use of, export or transfer (by any means, electronic means or otherwise), any information or Goods which are subject to export control laws and regulations without complying in all respects with the applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export licence(s), guidelines, notices and instructions in relation to any use, export or transfer of information or Goods. The Seller agrees to promptly notify the Buyer if any Goods under this Contract is restricted by export control laws or regulations. 25.4 On the basis that the Seller or its affiliate might be deemed to be competitors in some product lines, or are actually or potentially supplying or purchasing competing products from the Buyer's competitors, the Seller shall: maintain strict controls on information exchanges to ensure compliance with competition laws, and to prevent the disclosure of commercially sensitive information; and ii) ensure that any employee or representative in receipt of commercially sensitive information refrains from being involved in such Party's business which is or may be in competition with the other Party's business. 25.5 The Seller warrants that it operates, and during the term of this Contract continues to operate, in material compliance with all applicable laws, including in particular: anti-bribery and corruption; antitrust and competition; modern slavery and human trafficking; trade sanctions; data protection, money laundering and tax evasion (including the failure to prevent the facilitation of tax evasions by a third party pursuant to the Criminal Finances Act 2017, Part 3, which applies to "associated persons"). The Seller shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the Seller or its group. To the extent permitted by the applicable laws, regulations, statutes, instructions from a relevant regulatory authority, the Seller shall notify the Buyer if it becomes aware of any actual or suspected non-compliance in connection with this Condition and will give the Buyer reasonable assistance in connection with any actions or proceedings which may be initiated as a result of such breach. 26.3 The Buyer is committed to conducting business in accordance with the SEG Code of Conduct (see <https://global-sei.com/csr/coc/>). SEG has adopted a Supplier Code of Conduct ("SCoC"), and the Seller commits to comply with SEG's SCoC (see <https://sumitomoelectric.com/sustainability/csr/scoc/>). The Seller acknowledges that it has considered the SCoC and all business between the Parties shall be conducted in a manner consistent with the principles set out in the SCoC.

## 26. DATA PROTECTION

The parties do not anticipate sharing any personal data. However, in the unlikely event that any personal data is transferred as part of the sale of Goods, the parties hereby warrant that they shall only process such data in accordance with the EU General Data Protection Regulation and any applicable local data protection law. In the event of the transfer of personal data other than on an exceptional basis i.e. on a regular basis, the parties shall enter a Data Processing Agreement.

## 27. CODE OF CONDUCT

The Sumitomo Electric Group is committed to conducting business in accordance with the SEI Code of Conduct ("Code of Conduct") (see <https://global-sei.com/csr/coc/>) and the Code of Conduct applies to all group employees, officers and directors. The Buyer acknowledges that it has considered the Code of Conduct and any business between the parties shall be conducted with integrity and in a manner consistent with the principles set out in the Code of Conduct.

## 28. MODERN SLAVERY

28.1 During the Contract, the Seller and the Seller's personnel, shall comply with applicable Modern Slavery Laws; not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and ensure each third party comply with applicable Modern Slavery Laws. 28.2 In the performance of the Contract, the Seller shall not to use any relevant materials, products and services from the country of the Seller, UK, EU and any other jurisdiction that have been sourced from third Parties using forced or compulsory labour. The Seller shall promptly notify the Buyer in the event that relevant materials, products and services have been sourced from third parties using forced or compulsory labour. 28.3 The Seller shall comply with and shall procure that its third-party suppliers comply with, employment conditions including wage, work environment and occupational health and safety standards in accordance with the laws and regulations in the countries and regions where its third-party suppliers are doing business. The Seller shall not engage in and shall procure that its third-party suppliers shall not engage in, the use of forced labour or child labour, inhumane treatment or discrimination of workers or illegal employment of workers. 28.4 The Buyer reserves the right to terminate the Contract with the Seller, if the Seller fails to commit or fails to adequately demonstrate such commitment to comply with the following obligations: (i) eradication of modern slavery in its supply chain (incl. where applicable, a failure to comply with a Modern Slavery Action Plan); and (ii) compliance with Conditions 28.1, 28.2, and 29.3 above. 29.5 The Seller shall indemnify and hold the Buyer harmless on demand against and from any and all claims, investigations, requests, demands, charges, actions, notices, proceedings, orders, awards, judgements, damages and compensation and any and all damage, losses, costs, expenses (including the costs of enforcement and/or defence and legal fees and expenses), fines, penalties, injuries and other liabilities suffered or incurred by the Buyer in connection with any breach of Condition 28 by the Seller or Seller's personnel, or its third parties.

## 29. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.