

OMA001 - TERMS AND CONDITIONS OF SALE: Rev 1 – 16-Apr-2025

SEI Identification Solutions Limited - General Terms & Conditions of Sale

1. INTERPRETATION AND APPLICATION

1.1 In these Conditions of Sale

- 1.1.1 "Seller" shall mean **SEI Identification Solutions Limited**, a company incorporated and registered in England with a company number 00412829 with its registered office at Hornet Close, Pyson Road Industrial Estate, Broadstairs, Kent, CT10 2LQ.
- 1.1.2 "Buyer" shall mean any person firm or company who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller or who buys or agrees to buy the Goods from the Seller.
- 1.1.3 "Conditions" means the terms and conditions of sale set out below and any special terms and conditions agreed in writing by the Seller.
- 1.1.4 "Contract" shall mean any and all contracts for the sale of Goods by the Seller to the Buyer (and where appropriate, references to the Contract shall mean the Contract, the Seller's sales order acknowledgement, these Conditions and any Special Conditions).
- 1.1.5 "Goods" shall mean any goods, components, products, parts or other items which the Seller agrees to sell to the Buyer.
- 1.1.6 "Sales Order Confirmation" shall mean the Seller's form of acknowledgement of the Buyer's order for Goods.
- 1.1.7 "Special Conditions" shall mean all specific Conditions if any relating to the Goods (including but not limited to descriptions, prices and the place and time of delivery) contained in or referred to in the Seller's written Sales Order Confirmation. If there is any conflict between these conditions and the Special Conditions the Special Conditions shall prevail.
- 1.1.8 Terms of carriage such as "EXW" shall be construed according to the definition of such terms contained in the ICC Uniform Rules for the Interpretation of Trade Terms ("Incoterms") 2020 or the most recent updated version of Incoterms as published by the ICC.
- 1.1.9 A "Working Day" shall mean Monday to Friday inclusive excluding any bank holidays in England.
- 1.1.10 Any reference to a statute or provision of a statute shall be construed as a reference to that statute or provision as amended or re-enacted or extended at the relevant time
- 1.1.11 The headings are for convenience only and shall not affect the interpretation of these Conditions.

- 1.2 These Conditions shall apply to any contract between the Seller and the Buyer for the sale by the Seller to the Buyer of any Goods to the exclusion of all other terms and conditions which the Buyer may purport to apply under any purchase order, confirmation order or similar document, or which are implied by law, trade custom, practice, or course of dealing.

2. ORDERS

- 2.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.2 No quotation issued by the Seller shall constitute an offer to supply Goods and no order for Goods submitted by the Buyer shall be deemed to be accepted by the Seller unless and until it has been accepted by the Seller in writing on its Sales Order Confirmation and is signed by duly authorized representative of the Seller at which time a contract will be formed between the Seller and the Buyer. Receipt of the Seller's Sales Order Confirmation by the Buyer shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions. The Seller reserves the right to refuse any order.
- 2.3 The Contract may only be cancelled with the Seller's written consent given by a duly authorised representative.
- 2.4 The giving of consent in accordance with 2.3 above shall not in any way prejudice the Seller's right to recover from the Buyer full compensation for any loss or expense arising from such cancellation or variation.
- 2.5 No variation of or addition to the Contract shall be binding unless expressly agreed or confirmed in writing on the Seller's behalf by a Director or other duly authorised officer of the Seller.

3. SPECIFICATION OF THE GOODS

- 3.1 The Seller reserves the right from time to time to make changes in the specification of the Goods including catalogue part numbers in order to improve the goods performance, quality or for any other reason.

4. PRICE

- 4.1 The price of the Goods shall be the price quoted by the Seller in its Sales Order Confirmation. All prices quoted are in Pounds Sterling and exclusive of VAT which shall be due at the rate ruling on the date of the Seller's V.A.T. invoice.
- 4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials, transportation or other costs of manufacture, any changes in delivery dates, quantities or specifications for the

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Goods which is requested by the Buyer or a delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instruction.

- 4.3 Catalogue, price list and other advertising matter are only an indication of the type of goods offered and no prices or other particulars contained therein shall be binding on the Seller.
- 4.4 Unless otherwise stated in the Special Conditions prices for the Goods do not include and shall be for the account of the Buyer :-
 - 4.4.1 Sales taxes;
 - 4.4.2 Insurance premiums;
 - 4.4.3 The cost of loading, unloading and installation;
 - 4.4.4 Any special packing or alterations to the Goods required by the Buyer and agreed to by the Seller in writing;
 - 4.4.5 Customs, import or export duties, fees, charges, freight, freight surcharges or other levies;
 - 4.4.6 Transport.
- 4.5 The Seller reserves the right, to invoice the Buyer for Goods delivered in instalments after each such instalment has been delivered and the provisions of these terms and Conditions shall apply in full to such invoices as if each such instalment was a separate Contract.

5. PAYMENT

- 5.1 Payment of the price and VAT for the Goods shall be made in the currency and to the bank account stated in the Seller's Sales Order Confirmation without deduction or set off within thirty days after the date of the invoice (the due date). The Seller shall be entitled to recover the price notwithstanding that delivery may not have taken place and property in the Goods has not passed to the Buyer. The Seller shall not be bound to deliver the Goods until the Buyer has paid for them, but if the Seller delivers Goods which have not been paid for, the delivery shall be subject to Condition 8. Time of payment for the price shall be of the essence of the Contract.
- 5.2 Failure by the Buyer to pay the Seller by the due date or in accordance with the provisions of these Conditions, shall entitle the Seller, without prejudice to its rights to damages, to suspend any outstanding deliveries or to cancel the Contract and / or appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.
- 5.3 The Seller reserves the right of demanding interest on any amounts outstanding from the date when payment becomes due from day to day until the date of payment (whether before or after judgement) at a rate of 5% above Barclays Bank plc's base rate from time to time in force.

6. DELIVERY AND PASSING OF RISK

- 6.1 The Goods shall be delivered to or made available for collection by the Buyer on the delivery date (subject to Condition 6.6) to the location set out in the Sales Order Confirmation or such other location as the parties may agree, where delivery shall be completed. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 The risk in the Goods shall pass to the Buyer on delivery in accordance with the specific Incoterms 2020 (or the most recent updated version of Incoterms as published by the ICC) set out in the Special Conditions.
- 6.3 Unless otherwise agreed in the Special Conditions, delivery shall always be made EXW and the Buyer shall be responsible for all delivery charges including any duties and VAT for export shipments.
- 6.4 The Seller will use reasonable efforts to deliver the Goods in accordance with the times quoted in the Sales Order Confirmation but failure to comply with such times shall not constitute a breach of this agreement and the Seller shall not be liable for any loss or damage whatsoever due to delay in delivery of the Goods, or any part of them. Time for delivery shall not be of the essence of the Contract.
- 6.5 The Seller may deliver the Goods by separate instalments.
- 6.6 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) on the delivery date, the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within three months after the delivery date.
- 6.7 In the event that the Buyer fails to take delivery of any Goods at the place and time specified by the Contract, the Seller may without prejudice to any other remedies the Seller may have by reason of such failure by the Buyer (i) recover from the Buyer any extra expenses (such as additional storage charges incurred by reason of the Buyer's failure as aforesaid and insurance) and (ii) in the case of overseas sales, any demurrage accruing at the port of discharge shall in all circumstances be for the account of the Buyer and the Buyer shall, if required to do so, indemnify the Seller against any claims for such demurrage.

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- 6.8 The Seller shall pack Goods suitably for transportation to such destination as shall be designated in the Special Conditions.
- 6.9 Where the Special Conditions specify that the Goods are to be delivered in instalments of scheduled quantities, each delivery shall constitute a separate Contract and failure to deliver any one or more instalments in accordance with these Conditions or any claim by the Buyer in respect of one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated or to cancel any other instalment. Without prejudice to its other rights, the failure of the Buyer to pay for one or more at the said instalments at the Goods on the due date shall entitle the Seller (at the sole option of the Seller) to without notice, suspend further deliveries of the Goods pending payment by the Buyer and/or treat the Contract as repudiated by the Buyer.
- 6.10 The Seller may cancel the Contract at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice, the Seller shall promptly repay to the Buyer any sums paid in respect of the price for the Goods (except where cancelled due to the Buyer's breach of contract). The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

7. ACCEPTANCE OF THE GOODS

- 7.1 The Buyer shall inspect the Goods on delivery or an arrival at the Buyer's premises (if earlier) for any obvious damage to packaging or shortage and any claim that the Goods are defective or may have been damaged or have been short delivered must be communicated in writing to the Seller within 48 hours after delivery. For this purpose, the Buyer must communicate in writing to the Seller any damage to packaging. Non-delivery must be reported to the Seller within 2 working days of the expected date of receipt.
- 7.2 If the Buyer fails to give notice in accordance with this Condition, the Buyer shall be bound to pay for, and shall lose any right to make a claim, in respect of such non-delivery, short delivery or loss or damage covered by this Condition. Subject always to clause 6, if notice is given the Buyer shall not be entitled to reject the Goods Seller has been given a reasonable opportunity to inspect them and, and if required, to remedy the problem within a reasonable period.
- 7.3 The Buyer may not make a claim for any reason whatever after the Goods have been used, sold, processed or otherwise altered.
- 7.4 If the Seller accepts any claim made in accordance with this Condition the Seller shall be entitled to make good any defect in the Goods by replacing or repairing such Goods or to refund the price of such Goods or a proportionate part thereof which shall be the Buyer's sole and exclusive remedy in respect of such claim.

8. TITLE

- 8.1 Notwithstanding delivery to the Buyer legal and beneficial ownership in the Goods shall remain with the Seller, including all goods and items resulting from any incorporation of the Goods or affixing of the Goods to other goods or equipment, until the Buyer has paid the price payable in respect of the Goods (the "Value").
- 8.2 Until title to the Goods passes to the Buyer, the Buyer shall hold the goods on a fiduciary basis as bailee for the Seller and shall take all necessary measures for the protection of the Goods which includes the maintenance of the Goods in satisfactory condition and keeping them insured against all risks with a reputable Insurance Company for an amount at least equal to the Value and the Goods shall, unless otherwise agreed in writing to the contrary by the Seller, be clearly marked, and stored separately from all other goods in its possession and clearly marked as the Seller's property. The Buyer must allow the Seller access to the Buyer's premises to verify that these actions have been completed to the Seller's satisfaction.
- 8.3 If the Buyer incorporates or mixes the goods with other equipment or products (the "New Goods"), in such a way that the goods are not a readily identifiable and removable part of the New Goods the Buyer shall do so solely as agent for the Seller and ownership of such New Goods and the property therein shall vest in the Seller. The Buyer shall store such New Goods separately so that they are readily identifiable as the property of the Seller and shall notify the Seller of the precise location thereof.
- 8.4 Notwithstanding that the Seller retains title to the Goods or the New Goods (or any of them) the Buyer may sell or use the goods or the New Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller (provided the Buyer shall deal as principal and not as agent for the Seller). Until title to the Goods or the New Goods passes from the Seller the Seller shall be legally and beneficially entitled to the entire proceeds of sale or otherwise of the Goods or the New Goods and to all rights under any contract of resale or disposal which shall be held by the Buyer as bailee for the Seller.
- 8.5 Until title to the Goods or the New Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods or the New Goods as are in its possession or control to the Seller and the rights of the Buyer under Condition 8.4 above shall cease on such request. If the Buyer fails to do so or if payment is overdue in whole or in part whether for the Goods or in respect of any other sum or liability due from the Buyer to the Seller, the Seller may (without prejudice to its other rights) with or without notice retake possession of all or any part of the Goods and/or the new Goods and the Buyer hereby grants an irrevocable right and license to the Seller to enter upon any premises of the Buyer for that purpose.
- 8.6 On the happening of any of the events set out in Condition 8.7 below, the Buyer's authority to sell the Seller's Goods in accordance with Condition 8.4 above shall be withdrawn.

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- 8.7 If any one of the events referred to below occurs, notice thereof is to be given immediately to the Seller by the Buyer. Furthermore, all Goods which are the property of the Seller and are in the possession of the Buyer shall be delivered immediately to the Seller. Without prejudice to the Seller's duty to make delivery as aforesaid the Seller upon receiving notice from whatever source of the happening of any one of the said events shall also have the right during normal business hours to enter upon the said land or buildings of the Buyer to take possession of the Seller's Goods and the Buyer grants to the Seller an irrevocable licence for this purpose. The Buyer, if at any time required to do so by the Seller, shall formally assign to the Seller the benefit of any claims arising from the resale of the Seller's Goods by the Buyer and shall furnish to the Seller full particulars or any information in respect of such claims. The events referred to above are:-
- 8.7.1 if a receiver or manager or administrative receiver or administrator is to be or has been appointed of the Buyer or of any of its property or assets;
 - 8.7.2 if the Buyer goes into liquidation (save for the purposes of a reconstruction or amalgamation);
 - 8.7.3 if the Buyer makes any voluntary arrangement with its creditors;
 - 8.7.4 if the Buyer becomes bankrupt; or
 - 8.7.5 if the Buyer be a person, Company or firm domiciled, incorporated or constituted outside England, any of the events equivalent to those stated above in the relevant jurisdiction;
 - 8.7.6 any failure by the Buyer to deliver up Goods immediately on request made by the Seller;
 - 8.7.7 if the Buyer ceases or threatens to cease to carry on business.
- 8.8 The Buyer shall not save as above create or allow to be created any right in the Goods in favour of any third party. If the Buyer breaches any of the provisions of this sub-paragraph the Value shall immediately and notwithstanding any contractual term to the contrary become payable.
- 8.9 Until the payment specified in Condition 8.1 thereof the Buyer will not save as permitted in Condition 8.4 hereof dispose of charge pledge or deal in any way with any of the Goods but will store the same taking the safeguards specified in Condition 8.2 hereof.
9. SELLER'S LIABILITY
- 9.1 The Seller warrants that the Goods will at the time of delivery correspond in material respects to the description given by the Seller.
- 9.2 Save as specified in condition 9.1 above all terms, conditions and warranties (whether express, implied or statutory) whether by the Seller or its servants or agents or otherwise including warranties as to quality and/or fitness for purpose or condition of the Goods or any of the goods are excluded.
- 9.3 Any model or sample of the Goods shown to the Buyer was to illustrate the general type and quality of the Goods and is not a representation that the Goods will conform to the model or sample.
- 9.4 The Seller shall be liable for:
- 9.4.1 Death or personal injury arising from the Seller's proven negligence, and
 - 9.4.2 The repair or replacement of Goods in accordance with the obligations contained in Condition **Error! Reference source not found.** above (as the case may be), and
 - 9.4.3 Loss caused by any fraudulent misrepresentation made by the Seller.
- 9.5 The Seller hereby expressly excludes and shall not be responsible for any other loss or damage or liability arising out of or in connection with the Contract whether direct or indirect or consequential and whether or not caused by the Seller's negligence including but not limited to loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill or other economic loss costs, expenses or other claims for compensation whatsoever (or liability to third parties incurred by the Buyer arising out of breach by the Seller of the Contract or the negligence of the Seller, its employees or agents or otherwise) and the Buyer shall indemnify and keep the Seller indemnified against any claims made against the Seller by third parties in respect of any such loss or damage or liability. The entire liability of the Seller under or in connection with the Contract shall not in any event exceed the value of the Seller's invoice to which the claim relates.
- 9.6 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to the replacement or repair of the Goods by the Seller or to a refund in the price for such goods or a proportionate part thereof in accordance with condition 7.4.
10. INDEMNITY
- 10.1 The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses which the Seller may incur in the execution of an order for goods in accordance with any specification, drawing or pattern supplied by the Buyer which is alleged to infringe any patent, registered design, copyright or trademark of any third party.

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11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 11.1 No ownership, right or license is granted under the contract to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or resell the Goods. In no case may any trademark other than those applied by the Seller be marked on or be applied in relation to goods to be resold by the Buyer.
- 11.2 The Buyer 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 Seller which may be disclosed to or received by the Buyer during the course of its dealings with the Seller. The Buyer shall not use the Seller's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. EXPORT CONTROLS AND SANCTIONS

- 12.1 The Parties agree that any use or sale of products, services, and technical information (including, but not limited to, technical assistance and training) provided under this Agreement must be at all material times in compliance with all applicable export controls including the export controls implemented by the United Nations, the United Kingdom, Japan, the United States, the European Union and its Member States.
- 12.2 The Buyer shall comply at all material times with all applicable trade sanctions (including those imposed by the United Nations, the United Kingdom, Japan, the United States, the European Union and its Member States) and shall not export, import, ship, sell or supply the Goods to a jurisdiction or an individual subject to those sanctions.
- 12.3 If required to enable the relevant Authorities or the Seller to conduct export control checks, the Buyer shall, upon request by the Seller, promptly provide the Seller with all information pertaining to the particular end-customer, the particular destination and the particular intended use of goods, works and services provided by the Seller, as well as any export control restrictions existing.
- 12.4 The Buyer shall indemnify the Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by the Buyer, and the Buyer shall compensate the Seller for all losses and expenses resulting thereof.

13. FORCE MAJEURE

- 13.1 The Seller shall not be in breach of the Contract or be responsible for any failure or delay or default of or in the performance of any part of the Contract insofar as the same is caused directly or indirectly by the occurrence of events beyond the Seller's reasonable control (i.e. a Force Majeure Event), including but not limited to acts of God, war, riots, strikes, industrial action, blockade, epidemic, pandemic, fire, flood, tempest, government order or regulation or any other happenings generally comprehended by the term force majeure.
- 13.2 Should such conditions prevail for 30 days or more, the Seller shall have the right to cancel forthwith all or any part of the Contract at any time by giving notice of cancellation to the Buyer, without any liability for loss or damage caused thereby.

14. TERMINATION

- 14.1 The Seller may by written notice to the Buyer immediately terminate the whole or any part of the Contract including all outstanding shipments or instalments or any other contract with the Buyer and/or suspend the performance of any or all of the Seller's obligations under the Contract or any other contract with the Buyer, unilaterally amend the payment terms for all future shipments or instalments, request that all outstanding payments from the Buyer are due and payable immediately and/or suspend the performance of any or all of the Seller's obligations under all Contracts with the Buyer, and/or dispose of or hold any or all of the Goods on the Buyer's account and at the Buyer's risk on the happening of any of the following events:
- 14.1.1 If the Buyer fails to make any payment for the Goods or any other payment due in the manner and within the time prescribed by the Contract;
- 14.1.2 If the Buyer fails to take delivery of any Goods in the manner and in the time prescribed in the Contract;
- 14.1.3 If the Buyer fails to perform any of its other obligations under the Contract or its obligations under any other contract with the Seller 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;
- 14.1.4 If the Buyer becomes insolvent or makes or offers to make any arrangement or composition with creditors or commits an act of bankruptcy or if the Buyer 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 Buyer 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 Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law.
- 14.2 On the happening of any of the events specified in condition 14.1 above the Seller may in its entire discretion give written notice to the Buyer whereupon:

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- 14.2.1 The Seller may postpone the performance of any or all of its obligations under the Contract or any other contract with the Buyer and the Buyer shall be liable for any expenses (such as additional storage charges incurred by the Seller by reason of such postponement);
- 14.2.2 Any and all sums payable by the Buyer to the Seller, together with interest thereon and any other indebtedness owing to the Seller under the Contract and any other contract with the Buyer shall become immediately due and payable;
- 14.2.3 The Seller may appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract with the Buyer) as the Seller in its sole discretion elects.
- 14.3 Termination or postponement of the contract pursuant to the foregoing provisions shall be without prejudice to any other rights or remedies of the Seller including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. The Buyer shall be liable to the Seller for any loss and damage, including consequential loss, caused thereby.
- 14.4 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.
15. GOVERNING LAW
- 15.1 The validity, construction and performance of the contract shall be governed by English law and all disputes arising out of the contract shall be subject to the jurisdiction of the courts of England and Wales.
16. CANCELLATION
- 16.1 Any order which has been effected by the Seller may only be cancelled by the Buyer with the agreement in writing of the Seller and on terms that the Buyer shall on demand indemnify the Seller in full against all loss, damages, charges and expenses incurred by the Seller as a result of cancellation.
17. NOTICES
- 17.1 All notices required to be served by one party upon the other shall be in writing and served on the other at its registered business address. 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 Seller 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.
18. SUB-CONTRACTING
- 18.1 The Seller may assign, transfer, license or sub-contract all or any part of its rights and obligations under the Contract without the Buyer's consent. The Buyer 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 Seller.
19. ENTIRE AGREEMENT
- 19.1 These Conditions constitute the whole agreement between the Buyer and the Seller and supersede and extinguishes all previous agreements, promises, assurances, warranties, representation and understandings between the parties, whether written or oral, relating to its subject matter.
20. COMPLIANCE WITH LAWS
- 20.1 The Buyer 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 Buyer 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 Buyer shall notify the Seller if it becomes aware of any actual or suspected non-compliance in connection with this Condition and will give the Seller reasonable assistance in connection with any actions or proceedings which may be initiated as a result of such breach.
21. DATA PROTECTION
- 21.1 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.
22. CODE OF CONDUCT
- 22.1 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

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with integrity and in a manner consistent with the principles set out in the Code of Conduct.

23. SEVERABILITIES

23.1 If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the contract, and the validity and enforceability of the other provisions of the contract shall not be affected. If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

24. WAIVER

24.1 No failure or delay by a party to exercise any right or remedy provided under these conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

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