

- 1) **GENERAL**
- a) These terms and conditions of purchase together with terms and special conditions appearing on a Contract (the "Contract"), concerning the supply of goods (the "Goods") between the Parties, are the only conditions on which Sumitomo Electric Europe Limited of 220 Centennial Park, Centennial Avenue, Elstree, Herts, WD6 3SL, United Kingdom, including all subsidiaries and branch offices (the "Buyer") shall procure the Goods from the seller (the "Seller"). These terms and conditions shall apply in place of, prevail over and supersede any terms and conditions (i) which are contained or referred to in the Seller's acceptance forms, brochures or catalogues, in correspondence or otherwise or elsewhere which the Seller seeks to impose (including the Seller's general terms and conditions) or (ii) which are implied by trade, custom, practice or course of dealing, unless specifically agreed to in writing on behalf of the Buyer. Any purported provisions to the contrary are hereby excluded or extinguished and the purchase of the Goods shall not constitute acceptance of any other terms and conditions.
- b) In the event of conflict or inconsistency between these terms and conditions and other agreed terms appearing on the face of this Contract or attached hereto, the terms in the Contract shall take precedence.
- c) The Buyer and the Seller are referred to individually as a "Party" and together as the "Parties".
- d) Definitions:
- Group: means in relation to the Buyer, the Buyer, any subsidiary or holding company from time to time of the Buyer, and any subsidiary from time to time of a holding company of the Buyer. Each company in a Group is a member of the Group.
 - Group Company: means in relation to the Buyer, any member company of its Group.
- 2) **ACCEPTANCE**
- This Contract shall become effective upon the occurrence of one or more of the following events, (a) upon the Seller returning a signed copy of this Contract to the Buyer; or (b) upon the Seller sending its sales confirmation or other written acceptance to the Buyer; (c) upon the Seller delivering all or any part of the Goods or (d) upon the Seller billing the Buyer for all or any part of the Goods; or (e) upon the Seller indicating in some other manner its acceptance of this Contract. This Contract expressly limits acceptance to the terms and conditions included in this Contract.
- 3) **PRICE**
- a) The price stated on a Contract is inclusive of all customs, import or export duties, fees, charges, freight, freight surcharges, insurance, the cost of loading, unloading and installation, transport, levies and taxes in the country of origin of the Goods.
- b) Unless otherwise expressly agreed in writing, the Seller shall be responsible for obtaining and paying for any and all customs, export and import licenses or permits necessary for performance of this Contract.
- c) In the event , there shall be any increase in any tax, duty, surcharge, export / import fee, or other exaction on the Goods or services covered by this Contract or on the resale of the Goods to be furnished hereunder, or any component part thereof, or any process or labour involved therein, or on any services to be rendered by the Seller, the Buyer, at its option, may cancel this Contract as to any and all undelivered Goods, unless the Seller shall reimburse the Buyer for the amount of the increase in any such tax or exaction.
- d) Where the terms and conditions require the Seller to submit an invoice, the Seller will submit invoices in the same language as the relevant Contract to the Buyer's Accounts Department at the earliest on the day on which Goods are despatched or completed. The invoice will include the Contract number, and any other information requested and notified by the Buyer.
- e) Unless otherwise stated on the Contract, the Buyer will electronically transfer payment to the Seller within thirty (30) days after the date on which the relevant Goods have been received, provided that the Seller has supplied such Goods in accordance with these Clauses and, where the Seller is required to submit an invoice, such invoice is accurate and was received by the Buyer's Accounts Department within thirty (30) days of delivery of the 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 the 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 any payments due to the Seller under these Clauses the amount of any bona fide contra accounts or other claims that the Buyer may have against the Seller in connection with the Clauses.
- f) Unless by prior written agreement, invoices not received by the 7th of the month following delivery will be dated forward to the following month.
- g) Unless by prior written agreement, the Goods received on or after the 26th of month will be automatically entered into the Buyer's following month's accounts.
- 4) **TITLE AND RISK OF LOSS**
- a) Title to the Goods will pass to the Buyer upon receipt at the Buyer's designated facility or as otherwise stated in the Contract. Such passing of title shall not prejudice the Buyer's rights of rejection under Clause 7) hereof. Risk of loss shall pass upon acceptance.
- 5) **INDEMNITY**
- a) The Seller shall indemnify and hold the Buyer harmless from all and any loss and damages (including any liability or claim to which the Buyer may become subject) caused by or arising out of any failure by the Seller to perform, or defective performance by the Seller of, its obligations and duties imposed by this Contract or by the general law or arising out of or incident to the Goods.
- b) Unless otherwise stated in this Contract, in the event the Goods are not delivered by the applicable date, the Buyer may, at its option, claim or deduct one per cent (1%) of the Contract price of the Goods for each calendar day's delay in delivery by way of liquidated damages, up to a maximum of ten per cent (10%) of the total price of the Goods. If the Buyer exercises its rights under this Clause 5b) it shall not be entitled to any of the remedies set out in Clause 5a) in respect of the Goods' late delivery. Should the Seller not deliver the Goods within 10 calendar days of the applicable date, the Buyer may terminate the Contract with immediate effect. The Seller shall have no right to claim damages (including but not limited to the cost of investment or expenses) from the Buyer due to the termination.
- 6) **QUALITY AND WARRANTY**
- a) The Seller expressly recognises that they have full knowledge of the intended use of the Goods, to be delivered in accordance with this Contract. The Seller warrants the Goods will conform to any description, specification, drawings and instructions relating thereto, for a period of twelve (12) months from the date of the Goods being received by the Buyer, or within twelve (12) months of any Goods first being put into operation, whichever is the longer.
- b) The Seller shall to deliver the Goods which are fit for their specific purpose. The Seller warrants that the Goods will be free from any defect and will be delivered in accordance with the delivery dates specified.
- 7) **INSPECTION AND REJECTION**
- a) Final inspection shall be at a place designated by the Buyers, in the event that the Goods or any of them do not strictly conform to the applicable specifications, instructions, drawings, data and samples if any, or are not of the description or quality required by this Contract or by the general law, the Buyer may return the Goods (or any of them) to the Seller at the Seller's expense, and may further require the Seller to replace in whole or in part the Goods so returned. Failure by the Buyer to return the Goods which are non-conforming or defective as aforesaid shall not prejudice the Buyer's other remedies in respect of the Goods; and replacement by the Seller of the Goods which are non-conforming or defective as aforesaid shall similarly be without prejudice to the Buyer's other remedies.
- b) The Buyer may, without prejudice to its other rights and remedies, (i) choose to accept the non-conformance and the Buyer will be entitled to reasonably adjust the Contract price; or (ii) rectify or arrange to have rectified such non-conformance at Seller's cost; or (iii) procure Goods from alternate sources in order to meet the Buyer's requirements at Seller's cost.
- c) 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.
- d) The Seller agrees that the Buyer or their designated agent will have the right to enter the Seller's facilities at reasonable times to inspect the facility, Goods, and any other property of the Seller. Such inspection will not constitute or imply acceptance of any Goods.
- 8) **INTELLECTUAL PROPERTY**
- "Intellectual Property" or "IP" includes any and all inventions whether or not patentable, patents, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, design rights, database rights, trade secrets know-how, goodwill, and methods, in each case whether registered or unregistered, and also including identified technical and non-technical or business-related information such as specifications, computer programs, IP addresses drawings or blueprints. "Foreground IP" means any IP that arises or is obtained or developed by a Party, or by a contractor on behalf of a Party, specifically in the course of or in connection with the performance of the Contract. "Background IP" means IP which is owned by or licensed to a Party before the date of issue of the Contract, or later developed or otherwise acquired by a Party other than through participation in the Contract. Nothing in these terms and conditions shall transfer ownership of Background IP from or to any Party. No rights or licences in IP are granted save as expressly set out in this Contract.
- 9) **PATENT TRADEMARK AND COPYRIGHT INFRINGEMENT**
- The Seller warrants that the sale or use of the Goods will not infringe any English or foreign patent, trademark or copyright, and undertakes to indemnify the Buyer against all claims, judgements, costs and expenses, including legal fees, resulting from such alleged infringement and covenants that the Seller will upon request of the Buyer and at the Seller's own expense, defend or assist in the defence of, any action or proceedings which may be brought against the Buyer or against those selling or using the Goods by reason of any alleged infringement of any patent, copyright or trademark. In case the use of sale of the Goods or any of them is thereby prevented the Seller shall, at its own expense and at its option, with the approval of the Buyer (which shall not be unreasonably withheld), either (a) procure for the Buyer and its assigns and customers the right to continue to sell and use the Goods or part thereof; or (b) modify the Goods or part thereof so that they become non-infringing; or (c) accept the return of the Goods and refund the purchase price and transportation and installation costs, if any, thereof.
- 10) **LIABILITY FOR INFRINGEMENT**
- a) The Seller shall be liable to the Buyer (a) for any shortage in quantity delivered and/or for any damage to or loss of the Goods or any part thereof while the Goods are in transit, whether they are carried by the Seller's own transport or by a third party; (b) for any defect in the Goods or any part of them which defect is caused by any act neglect default or omission of the Seller or an independent third party. Where the defect would not be apparent on inspection the Buyer will notify the Seller thereof in writing within one month from the discovery of the defect.
- b) The Seller shall be solely responsible for and will further defend and indemnify the Buyer, upon demand, from and against all claims, actions, liabilities, losses and expenses (including investigation expenses and legal fees incurred in litigation or because of the threat of litigation), arising or alleged to arise from acts or omissions of the Seller or from defects or alleged 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.
- c) Any warranty expressly contained in this 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 hereunder or at law or equity without precluding or prejudicing the same or any other rights or remedies.
- d) The Buyer shall not be responsible to the Seller, as indemnifier or otherwise, for or an account of any claim for infringement of any patent, trademark, copyright or any other related right.
- 11) **INSURANCE**
- The Seller shall obtain, at its expense, comprehensive general liability insurance, including contractual liability and products liability covering the Seller's premises and operations, and public liability insurance for the value of the Contract plus ten per cent (10%) issued by a company or companies satisfactory to the Buyer. The Seller shall furnish the Buyer with a certificate of insurance certifying the existence of the aforementioned insurance upon request.
- 12) **FORCE MAJEURE**
- Any delay or failure of either Party to perform its obligations hereunder will be excused if, and to the extent that it is caused by an event or occurrence not reasonably foreseeable and beyond the reasonable control of the affected Party and without its fault or negligence, and which cannot be reasonably avoided or overcome by the affected Party despite using all reasonable endeavours to do so, including but not limited to fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, embargo, insurrection, requisition, extensive military mobilization, restriction in the use of power, or court injunction or order or any other happenings generally comprehended by the term force majeure; provided that written notice of such delay (including the anticipated duration of the delay) will be given by the affected Party to the other Party as soon as possible but in any event not later than five (5) days after the affected Party becomes aware or should have become aware of the event or occurrence. During the period of such delay or failure to perform by the Seller and after prompt notice from Seller to the Buyer of the occurrence of such an event, the Buyer, at its option, may purchase Goods from other sources and reduce its requirement to Seller by such quantities, without liability to Seller, or have Seller provide the Goods from other sources in quantities and at times requested by the Buyer and at the price set out in the Contract. If requested by the Buyer, the Seller will, within five (5) days of such request, provide adequate assurances that the delay will not exceed thirty (30) days. If the delay lasts more than thirty (30) days, the Buyer may immediately terminate the Contract without further liability to the Seller beyond the value of the Goods delivered prior to the date of termination. The Seller will in any event, use its best endeavours to mitigate the effects of any delay. For the avoidance of doubt, strikes, lockouts or other industrial action or disputes specific to the Seller and/or its subcontractors or agents shall not be considered a force majeure event.
- 13) **TERMINATION**
- a) 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) which the Buyer has not paid for.
- b) If the Seller fails to fulfil any of its obligations under these Clauses, 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.
- c) 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:
- If the Seller fails to deliver the Goods, or any part or instalment thereof, within the time specified for delivery.
 - If the Seller delivers the Goods (whether the whole of the Goods or any part of instalment thereof) which do not strictly conform to the applicable specifications, instructions, drawings, data and sample, if any or are not of the description or quality required by the Contract or by law;
 - If the Seller is at any time in default of any other obligation or duty imposed on him by this Contract or by law;
 - 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
 - If the Buyer fails to carry out any of its obligations under any other contract made with the Buyer.
- d) Termination or postponement of the Contract pursuant to the foregoing provisions shall be without prejudice to any other rights or remedies of the Buyer.
- e) 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.
- f) 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.
- 14) **PACKAGING AND DELIVERY**
- a) All Goods shall be delivered to the address specified in this Contract (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer in writing. Delivery shall be made DDP (in accordance with INCOTERMS (2020) or the most recent updated version of Incoterms as published by the ICC), unless a different INCOTERMS mode of delivery is mutually agreed in writing by the parties. Seller shall provide Buyer all shipping documents, the commercial invoice (including the COO and HS code), packing list (including the number of boxes and pallets and their exact weight and dimensions), air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer at the time when the Seller delivers the Goods to the Buyer, at the latest. The Contract number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Contract. All labels on the boxes containing the Goods should state the part number, serial number (if applicable) and quantity of the Goods inside the box. The packing list should be attached to each pallet.
- b) 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. In the latter event, appropriate endorsements shall be marked on the Goods.
- c) The time, place, quantity and manner of delivery of the Goods or other performance requirements are of the essence of this Contract.
- d) If under this Contract the Seller is obliged to arrange or effect the carriage of the Goods to a point designated by the Buyer, the Seller shall, within three (3) days of effecting the shipment or consignment, give notice to the Buyer stating the number of the contract, the kind of the Goods, the Seller's name, the shipper/consignor, the route, and the name of the carrier or carrying vessel.
- e) If the Seller fails to deliver, or to make arrangements for the delivery of, the Goods, at the place and within the time specified in this Contract, then the Buyer may make arrangements to ensure that the Goods are delivered at the place and within the time specified, and any additional freight costs so incurred shall be for the Seller's account.
- 15) **NOTICES**
- a) All notices required to be served by one party upon the other shall be in writing and served on the other at its address set out in the Contract. 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 Clause 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.
- 16) **CHANGES**
- The Buyer shall have the right at any time to make changes in the drawings, designs, specifications, quantities, delivery schedules, methods of shipment, of packing and place of inspection, acceptance or point of delivery of any Goods to be furnished or services to be rendered under this Contract. No change shall be made by the Seller without the prior written consent of the Buyer. If such changes cause a delay or an increase or decrease in expense to the Seller, the Seller shall immediately notify the Buyer and negotiate an equitable adjustment. However, the Seller shall proceed diligently to supply the Goods or perform the work or services contracted for under this Contract as so charged. No claim for such equitable adjustment by the Seller will be valid unless submitted to the Buyer in writing within thirty (30) days from the date of receipt of such notice of change accompanied by an estimate of charges resulting from such changes.
- 17) **CONFIDENTIALITY OF INFORMATION**
- a) "Confidential Information" means trade secrets, drawings, data, designs, inventions and other technical information, if any, supplied by the Buyer shall remain the Buyer's property and shall be held in confidence by the Seller. Such information shall not be reproduced, used or disclosed to others by the Seller without the Buyer's prior written consent, and shall be returned to the Buyer upon completion by the Seller of the obligations under this Contract or upon demand. Any information which the Seller may disclose to the Buyer with respect to the design, manufacture, sale or use of the Goods covered by this Contract, shall be deemed to have been disclosed as part of the consideration for this Contract. The Seller shall not assert any claim, other than a claim for patent infringement, against the Buyer by reason of the Buyer's use thereof. The Buyer may disclose Confidential Information to any of its Group Companies that need to know the relevant Confidential Information for the purpose of the Contract.
- b) The Seller will indemnify and hold the Buyer harmless from and against any costs, losses, expenses or charges incurred by the Buyer as a result of any breach of this Clause 17) by the Seller. Furthermore, the Seller will notify the Buyer immediately or become aware of a breach or a potential breach and will inform the Buyer of what actions it is taking to prevent or remedy such breach or potential breach to ensure risks to the Buyer are mitigated. The Buyer reserves the right to take its own action against any such third party that misuses or that might reasonably misuse its Confidential Information and to direct the Seller to take certain actions.
- 18) **ASSIGNMENT**
- 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

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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.

19) GOVERNING LAW

The validity, construction and performance of this Contract shall be governed by the law of England and Wales.

20) 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 Clause. 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.

21) INVALIDITY

- a) Any indulgence granted by the Buyer to the Seller and any failure by the Buyer to insist upon strict performance of these terms and conditions shall not be deemed to be a waiver of any of the Buyer's rights or remedies 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 Contract 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.
- b) The invalidity in whole or in part of any Clause in these terms and conditions shall not affect the validity of the remainder of such Clause or these terms and conditions which shall continue in full force and effect as if such unenforceable or invalid provision shall not have been inserted in the Contract.

22) HEADINGS

The headings in this Contract are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof.

23) COMPLIANCE WITH LAWS

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 Buyer 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 Clause and will give the Buyer reasonable assistance in connection with any actions or proceedings which may be initiated as a result of such breach.

24) 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.

25) CODE OF CONDUCT

The Buyer is committed to conducting business in accordance with the Sumitomo Electric Group Code of Conduct (see <https://sumitomoelectric.com/sustainability/csr/coc>). The Buyer seeks to do business with suppliers that share their commitment to integrity and to conducting business in compliance with the law and has adopted a Supplier Code of Conduct ("SCoC"). The Seller commits to comply with the SCoC (see <https://sumitomoelectric.com/sustainability/csr/scoc>). The Supplier 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) MODERN SLAVERY

- a) 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.
- b) 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.
- c) 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.
- d) 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 Clauses 26 (a), (b) and (c) above.
- e) 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 Seller in connection with any breach of this Clause by the Seller or Seller's personnel, or its third parties.

27) 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.