

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 services (the "Services") 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 Services 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 Services 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:
- i) 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.
 - ii) 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 providing all or any part of the Services or (d) upon the Seller billing the Buyer for all or any part of the Services; 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) SUPPLY OF SERVICES

- a) The Seller shall supply the Services in accordance with the Contract in all material respects and shall meet any performance dates specified in the Contract. The Seller expressly recognises that they have full knowledge of the intended use of the Services to be delivered in accordance with this Contract.
- b) The Seller warrants that the Services will be fit for purpose and provided using all reasonable skill, care and diligence. In the event of any defect or issue with the Services, the Seller shall, if requested by the Buyer, promptly re-perform or rectify such issue until resolved to the Buyer's satisfaction and which shall be without prejudice to any other rights of the Buyer.
- c) If the Services are defective and the Seller fails to promptly reperform or rectify them in accordance with clause 3(b) then, without prejudice to the Buyer's other rights and remedies under the Contract 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 Services, (ii) the Buyer may reject or deduct payment of the Price of the defective Services, (iii) the Buyer may choose to accept the defective Services 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 services similar to the Services from an alternative provider.
- d) If any performance dates 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. Without prejudice to any of its other rights or remedies in the Contract, the Buyer may, at its sole discretion, require the Seller to suspend all performance under the Contract.

4) PRICE

- a) 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 Services are provided. The invoice will include the Contract number, and any other information requested and notified by the Buyer.
- b) 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 invoice has been provided, provided that the invoice is accurate and was received by the Buyer within thirty (30) days of supply of the Services. If such day is not a normal banking day in England, then electronic transfer of payment will be on the next banking day. 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.

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 Services.
- b) Unless otherwise stated in this Contract, in the event the Services are not provided by the applicable date, the Buyer may, at its option, claim or deduct one per cent (1%) of the Contract price of the Services 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 Services. 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 Services' late delivery. Should the Seller not provide the Services 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) INTELLECTUAL PROPERTY

- a) "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.
- b) The Seller shall procure, at its cost, for the Buyer a fully paid-up, worldwide, non-exclusive, transferable, royalty-free, irrevocable license to copy, modify, receive and use the Services, including any IP which form part of the Services. The Buyer grants the Seller a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Buyer to the Seller for the term of the Contract for the purpose of providing the Services to the Buyer.

7) PATENT TRADEMARK AND COPYRIGHT INFRINGEMENT

The Seller warrants that the provision or use of the Services 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 using the Services by reason of any alleged infringement of any patent, copyright or trademark. In case the provision of the Services 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 use the Services; or (b) modify the Services so that they become non-infringing; or (c) refund the Price.

8) INSURANCE

The Seller shall obtain, at its expense professional indemnity insurance, and public liability insurance. The Seller shall furnish the Buyer with a certificate of insurance certifying the existence of the aforementioned insurance upon request.

9) 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. 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 Services provided 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.

10) 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 Services 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 the Services which the Seller has justifiably provided 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 Services in whole or part without incurring any liability and with no obligation to make further payment to the Seller.
- c) The Buyer may, without prejudice to its other rights and remedies, by Notice of Termination to the Seller, immediately terminate the whole or any part of the Contract or any other contract with the Seller on the happening or occurrence of any of the following events:
- i) If the Seller fails to provide the Services within the time specified for delivery.
 - ii) If the Seller provides the Services 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;
 - iii) If the Seller is at any time in default of any other obligation or duty imposed on him by this Contract or by law;
 - iv) 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

- v) if the Seller 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.

11) 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.

12) 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 provision of the Services 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 12) by the Seller. Furthermore, the Seller will notify the Buyer immediately on becoming 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.

13) 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 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.

14) GOVERNING LAW

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

15) 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.

16) 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.

17) HEADINGS

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

18) COMPLIANCE WITH LAWS

- a) 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 ISO standards applicable to the Services at the time the Parties agree the Contract), pertaining to the provision of the Services.

- b) 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.
- c) On the basis that the Seller or its affiliate might be deemed to be 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.

19) 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 provision of Services, 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.

20) 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 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.

21) 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 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.

22) 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.