

General Terms and Conditions of Purchase (GTCP)

A. Preliminary remark

1. Interpretation

1.1. Definitions

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| Applicable Law: | any law (including the common law); or any statute, statutory instrument, regulation, instruction, direction, directive, rule or requirement of any competent authority which is applicable to the performance of these GTCP's |
| Business Day: | a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business |
| Confidential Information: | any information of a confidential nature concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of its Group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers |
| Contract: | the contract between Us and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these GTCPs |
| Data Protection Legislation: | all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party |
| Goods: GTCP: | the goods set out in the Order these General Terms and Conditions of Purchase as amended from time to time in accordance with clause 20.4 |
| Intellectual Property Rights: | patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world |
| Losses: | all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) |
| Order | Our order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be |
| Supplier: | the person or firm from whom We purchase the Goods or Services |
| Services: | the services set out in the Order |

Specification: any specification for the Goods and/or Services, including any related plans and drawings, that is agreed in writing by the Customer and Supplier.

Tooling: tooling, dies, drills, moulds, presses, vessels, tools and machinery and related items

We, Our or Us: Klüber Lubrication Great Britain Ltd., Unit 10 Pennine Business Park Longbow Close Huddersfield, HD2 1GQ

- 1.2. Clause and paragraph headings shall not affect the interpretation of these GTCP's.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 [and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee]. For the purposes of determining whether a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be interpreted so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.8. This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party include that party's personal representatives, successors and permitted assigns.
- 1.9. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time;
- 1.10. A reference to writing or written excludes fax.
- 1.11. Any obligation in these GTCP's on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12. A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
- 1.13. References to clauses are to the clauses of this agreement;
- 1.14. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms
- 1.15. The provisions of Part B shall apply to all Orders, unless Part C is relevant to the specific Good and/or Service in which case Part C shall take precedence over Part B. Part C shall be applicable to the following Goods and/or Services:

- a. Part C, Clause 21 shall apply to raw materials which includes are all materials, substances or other chemical components that are or will be used to manufacture Our products (the “**Raw Materials**”);
- b. Part C, Clause 22 shall apply to packaging materials which includes all types of packaging used for the protection, transport, storage and presentation of products in any material including cardboard, paper, plastic, glass and metal (the “**Packaging Materials**”);
- c. Part C, Clause 23 shall apply to all manufacturing services which includes services provided by the Supplier in connection with the manufacturing of products; and
- d. Part C, Clause 24 shall apply to all machinery and systems including the Services provided to install and build such.

1.16. For the avoidance of doubt, these GTCP's shall not apply to orders in connection with construction and building services. Construction and building contracts shall be subject to Klüber's Terms and Conditions of Purchase which can be found here: <https://www.klueber.com/de/en/company/suppliers/general-conditions-of-purchase/>.

B. General Terms

2. Basis of the Contract

- 2.1. These GTCP apply to each Order to the exclusion of any other term that the Supplier seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing.
- 2.2. These GTCP shall apply to all Order's accepted between the parties and the Supplier waives any right it might otherwise have to rely on any terms endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these GTCP.
- 2.3. In the event of any conflict between a clause in these GTCP's and any Order or ancillary contract entered into between the Supplier and Us in writing, the Order or ancillary contract shall take precedence over these GTCP.
- 2.4. A written Order from Us shall constitute an offer to purchase the Goods and/or Services in accordance with these GTCPs.
- 2.5. The Order shall be deemed accepted by the Supplier providing written acceptance of the Order or doing any act consistent with fulfilling the Order within three Business Days from the date of receipt of the Order.
- 2.6. If acceptance is received after three Business Days from receipt of an Order from Us, the Supplier's confirmation shall be deemed a new offer which requires acceptance by Us for the Contract to come into existence.
- 2.7. Each Order shall set out the Goods and/or Services applicable for that Order. Any amendments to these GTCP's must be expressly set out within the Order and agreed by both parties in writing.
- 2.8. Acceptance of an Order by the Supplier under Clause 2.2 shall be for the Goods and/or Services set out in the Order received from Us and under the terms set out in the GTCP's.
- 2.9. We may cancel any Order prior to dispatch for delivery by providing written notice to the Supplier of one of the following circumstances:
 - a. we believe or have reason to believe that the Supplier has not complied with Applicable Law in relation to the Services and/or Goods and/or the delivery of such;
 - b. the Goods and/or Services are deemed to not be fit for purpose by Us; or
 - c. we believe or have reason to believe that the financial circumstances of the Supplier has deteriorated after the Order is placed to such an extent that delivery in accordance with these GTCP's can no longer be expected.

3. Supply of Goods and Services

- 3.1 The Supplier warrants that the Goods shall:
 - a. correspond with their description and any applicable Specification;
 - b. be of satisfactory quality (within the meaning of the Sales of Goods Act 1979) and fit for any purpose held out by Us;
 - c. comply with the Applicable Law relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - d. comply with the standards of the international environmental management standard ISO 14001:2015-09 as updated from time to time.
- 3.2 The Supplier shall ensure that it has and at all times maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6 The Supplier shall when providing the Services:
 - a. meet any performance dates for the Services set out in the Order and time is of the essence in relation to any of those performance dates;
 - b. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer; perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - d. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with these GTCP's;
 - e. ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the deliverables shall be fit for any purpose that the We expressly or impliedly makes known to the Supplier;
 - f. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - g. use the best quality goods, materials, standards and techniques, and ensure that the deliverables, and all Goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design; and
 - h. obtain and at all times maintain all licences and consents which may be required for the provision of the Services.

4. Prices and Payment

- 4.1. The price for the Goods and/or Services shall be the price stated in the Order. The price shall include the costs of packaging, insurance and carriage of the Goods to the designated place of performance in accordance with the DAP rules set out in the INCOTERMS 2020 published by the International Chamber of Commerce (ICC).
- 4.2. The price of the Goods and/or Services shall not include value added tax (“**VAT**”) which We shall additionally be liable to pay to the Supplier at the prevailing rate.
- 4.3. The Supplier shall bear all the costs and expenses in connection with visiting the place of performance to complete the installation, assembly or commissioning of the Goods if such

Services are set out within the relevant Order. No additional charges outside of the price within the Order shall be effective unless agreed in writing by the parties.

- 4.4. As a minimum, each invoice shall set out:
- the Order number;
 - each Good and/or Service purchased within the Order;
 - the Order date;
 - the Supplier number and Our article number; and
 - the customs tariff number, country of origin and preference indicator, if applicable.
- 4.5. Invoices shall not be accepted unless:
- the information set out in Clause 4.4 is included;
 - the invoice is sent to the e-mail address specified on the Order; and
 - each Order is invoiced separately (unless collective invoicing has been agreed in writing by Us).
- 4.6. The Goods and/or Services shall not be deemed delivered and accepted if any ancillary certificates, documentation, materials tests or test reports which form an integral part of the Good and/or Services are not enclosed within the Goods/Services on delivery and/or completion of the Services.
- 4.7. Each invoice must, even in the case of the Order being sent in instalments, be sent to Us after acceptance of the entire Goods and/or Services set out within the relevant Order.
- 4.8. Invoices shall be payable in the currency specified in the Purchase Order to the bank account nominated by the Supplier. For payments in euros, the Supplier shall provide the correct IBAN, corresponding BIC and VAT ID number. For payments in Sterling, the Supplier shall provide the sort code and account number
- 4.9. Payment shall be made by bank transfer and, unless otherwise agreed in writing, within 30 days of receipt of a correctly rendered invoice from the Supplier following on from the acceptance of the Goods and/or Services by Us.
- 4.10. If either party fails to make a payment due to the other party under these GTCP's, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest will accrue at 8 % a year above the Bank of England base rate.
- 4.11. For the avoidance of doubt, payment of an invoice does not constitute acceptance of the Goods and/or Services under an Order.

5. Delivery of the Goods

- 5.1. The Supplier shall deliver the Goods on the delivery date or timeframe set out within the Order. The Supplier must notify Us immediately in writing if there is likely to be a delay in delivering the Goods, indicating the reasons for such delay and the new anticipated delivery date.
- 5.2. The Supplier shall deliver the Goods, in accordance with the DAP rules at the Supplier's risk and expense which includes but is not limited to delivering:
- on the delivery date and time given in the Order, unless an alternative time is agreed in writing by the parties;
 - at the delivery location in the Order and to ensure that all persons in the delivery vehicles register upon entry into Our site or delivery location;
 - in compliance with our health and safety procedures notified to the Supplier from time to time; and
 - unless otherwise agreed in writing, the Goods in packaging which is safe for transport and shall dispose of such packaging at its own expense in accordance with Applicable Law.
- 5.3. If delivery is not made within the timeframe set out in the Order, We may, at Our discretion and without limiting any of Our rights and other remedies, reject the Goods and return them to the Supplier at the Supplier's risk and expense.

5.4. Time shall be of the essence in relation to the delivery of the Goods.

5.5. Delivery of the Order in instalments shall only be permitted with Our prior written consent. The Supplier shall invoice for the Order on acceptance of all instalments of the Order.

5.6. If the Supplier does not deliver the Goods on the delivery date in the Order, We may, at our discretion, claim or deduct by way of liquidated damages 0.2% of the Order value per calendar day for the delay in delivery until the earlier of the termination of these GTCP or delivery of the Goods up to a maximum of 5% of the Order value, if We exercise our rights under this Clause 5.6, We shall not be entitled to any other remedy set out in these GTCP's (but such remedies shall be available in respect of the condition of the Goods).

5.7. Our rights and remedies under this Clause 5 are in addition to our rights and remedies implied by statute and common law.

6. Title and Risk

- 6.1. Title in the Goods shall pass to Us on completion of delivery.
- 6.2. Risk in the Goods shall pass to Us on completion and acceptance of the delivery of the Goods and/or Services.

7. Our Remedies

- 7.1. The Supplier shall comply with Klüber's supplier requirements. The current copy shall be made available on request or can alternatively be accessed on Our website here: <https://www.klueber.com/de/en/company/suppliers/information-and-requirements/>.
- 7.2. If the Goods and/or Services do not comply with the conditions set out in Clause 3, without limiting any of its other rights of remedies, and whether or not We have accepted the Goods and/or Services, We may exercise any one or more of the following rights or remedies:
- to reject the Goods and/or Service (in whole or part) and return them to the Supplier at its own risk and cost;
 - require the Supplier to repair or replace the rejected Goods and/or Service at their costs including any removal and re-installation costs and expense and/or Services or to provide a full refund of the price of the rejected Goods and/or Services; and/or
 - to claim damages for any other costs, loss or expenses incurred by Us which are in anyway attributable to the Supplier's failure to carry out its obligations under these GTCP's.
- 7.3. If We elect for the Supplier to repair or replace the Goods and/or Service under Clause 7.2 and such is not repaired or replaced within a reasonable timeframe, We shall be entitled to instruct a third party to perform or perform Ourselves the Services and/or procurement of the Goods and recover the costs from the Supplier in doing so.
- 7.4. We shall have five Business Days of discovery of a defect in the Goods and/or Services to notify the Supplier of the defect and claim under this Clause 7 regardless of whether the defect arises before or after acceptance of the Goods and/or Services.
- 7.5. The Supplier shall indemnify Us against all Losses incurred by Us as a result of:
- any claim that the supply, receipt or use of the Goods and/or Services infringed the Intellectual Property Rights of any third party;
 - any claim by a third party for death, personal injury or damage to property arising out of or in connection with the defective Goods and/or Service supplied by the Supplier, to the extent attributable to the acts or omissions of the Supplier; and
 - any claim by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent

that a claim arises out of the breach, negligent performance or failure or delay in performance of these GTCP's by the Supplier.

- 7.6. If the repair or re-performance of the Goods/Services by the Supplier has failed or is not acceptable to us (due to particular urgency, risk to operating safety or the threat of unreasonable damage occurring), we shall not be required to set a time limit; we shall inform the Supplier of such circumstances promptly and, where possible, in advance.
- 7.7. The Supplier shall be liable for the costs of any further inspection required of the Goods and/or Services following on from the repair or replacement of such under Clause 7.2. The performance of such inspection shall not reduce or otherwise affect the Supplier's obligations under the GTCP's.

8. Product Recall

- 8.1. The Supplier shall indemnify Us against all Losses arising as a result of or in connection with a product recall caused by an act or omission of the Supplier in relation to the Goods and/or Services provided. We shall inform the Supplier of the content and scope of the recall, to the extent possible, as soon as reasonably practicable.
- 8.2. During the term of the GTCP's, the Supplier shall take out and maintain in force with a reputable insurance company, product liability insurance with a limited of at least a £3,000,000 (three million pounds) to cover the liabilities that may arise under or in connection with these GCTP's. For the avoidance of doubt, the Supplier's liability shall not be capped at the insured sum.

9. Compliance with Export Laws

- 9.1. In performing its obligations under the Contract, the Supplier shall comply with all Applicable Laws
- 9.2. The Supplier shall comply with all Applicable Law in relation to national and international export, customs and foreign trade ("**Foreign Trade Legislation**") for all Goods. The Supplier shall be responsible for obtaining and/or arraigning for any relevant third party to obtain all shipment consents, licences, authorisations or export permits required for the shipment of the Goods. If the required consent or authorisation for the shipment of the Goods is not received within three (3) months of acceptance of the Order, We shall be entitled to cancel the delivery of the Order without liability to the Supplier.
- 9.3. The Supplier shall advise Us, as soon as reasonably practicable, of all the information and/or data that may be required to comply with the applicable Foreign Trade Legislation for the export, shipment, import and, in the event of resale, re-export of the Goods. If the Goods are:
 - a. to be transported to the European Union and are subject to restrictions or approval rights under the Dual-Use Regulation EU/2021/821, including the current export list and its annexes; and/or
 - b. are subject to the current UK Strategic Export Control List,the Supplier shall notify Us in writing as soon as reasonably practicable after receipt of the Order.

10. Tooling and Our Materials

- 10.1. The Supplier acknowledges that all documents, samples, patterns, parts, components, Tooling and Specifications, ("**Our Materials**"), which are made available to the Supplier in connection with an Order, shall remain Our exclusive property and the Supplier may not part with it or make Our Materials available to any third party. At Our request, Our Materials in the possession of the Supplier must be returned to Us or disposed in accordance with our written instruction at the Supplier's expense.
- 10.2. The Intellectual Property Rights in Our Materials shall remain the exclusive property of Us or where applicable the third party licensor from whom We derive the right to use them. We grant the Supplier a non-exclusive, non-transferable right to use Our Intellectual Property Rights in Our Materials provided in

accordance with Clause 10.1 for the purpose of the Supplier performing its obligations under these GTCP's.

- 10.3. If third parties retain their proprietary rights in the event of processing, mixing or combining with third-party items, we shall acquire joint ownership of the product in the proportion of the objective values of these goods.
- 10.4. The Supplier shall clearly mark Our Materials in their possession as Our property and shall:
 - a. store them separately, free of charge;
 - b. visibly, maintain and service them appropriately at the Supplier's own expense;
 - c. cover such under their insurance or insure them separately; and
 - d. use such exclusively for the manufacture of Goods intended for Us and/or other companies belonging to the Freudenberg Group.

- 10.5. On termination or expiry of these GTCP's, the Supplier shall immediately return Our Materials to Us. When Our Materials are returned, the Supplier must ensure that they are in a good condition which, both technically and in terms of their appearance, corresponds to condition on receipt. The Supplier may not dispose of Our Materials without our prior written consent. Until Our Materials are returned to Us, the Supplier shall be solely responsible for their safe keeping.

11. Quality assurance

The Supplier shall maintain a quality management system during the term of these GTCP's that complies with the requirements of ISO 9001:2015 as updated from time to time. The Supplier shall:

- a. monitor and audit their quality management system at regular intervals during the term; and
- b. rectify any deviations from the standards immediately.

We shall have the right to inspect the Supplier's premises for compliance with this Clause 11 by providing written prior notice to the Supplier. The Supplier shall permit Us access to certification and auditing reports and test procedures carried out, including all test records and documents concerning the Goods and/or Services.

12. Confidentiality and Data Protection

- 12.1. Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, except as permitted by Clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
 - a. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these GTCP's. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 12; and
 - b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 12.3. Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the GTCP's.

- 12.4. The disclosure of Confidential Information shall not establish any rights whatsoever to the Our Intellectual Property Rights, know-how or copyrights, nor shall it constitute a licence to use such unless expressly set out within these GTCP's.

- 12.5. The parties shall comply with the applicable requirements of the Data Protection Legislation. This Clause 12.5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. Any transfer of personal data to third parties based outside of the United

Kingdom or the European Union by the Supplier shall require Our prior written consent.

12.6. We collect, store and use personal data in accordance with the relevant statutory regulations applicable to Us. You can find our data protection policy on Our website.

13. Compliance with Laws and Policies

13.1. The Supplier shall:

- a. comply with our Code of Conduct for Suppliers (the current version of our Code of Conduct is available on our website at: <https://www.klueber.com/de/en/company/suppliers/sustainability-and-ethical-principles/ethical-standards/> and may be updated from time to time); and
- b. ensure that its sub-suppliers and subcontractors comply with at least equivalent standards to Our Code of Conduct.

13.2. We shall update the Code of Conduct from time to time including to comply with any updates to Applicable Law. We shall notify the Supplier of any updates to the Code of Conduct.

13.3. The Code of Conduct sets out minimum standards the Supplier must adhere to and if Applicable Law goes further or contradicts with the Code of Conduct, the Applicable Law shall take precedence.

13.4. As a participant in the UN "Global Compact" initiative further details of which can be found here: <https://unglobalcompact.org/>, Our Suppliers must:

- a. comply with the United Nations Guiding Principles on Business and Human Rights and the core conventions of the International Labour Organization (ILO); and
- b. where the Goods are to be sold within the European Union, Regulation 2023/1115/EU for deforestation-free products.

13.5. In order to meet Our compliance requirements under Clause 13.4, We may from time to time request information and documents relating to the Orders from the Supplier to assist with monitoring our compliance.

13.6. The Supplier warrants that:

- a. it shall comply with all Applicable Law, from time to time in force, including but not limited to all applicable anti-slavery and human trafficking laws including the Modern Slavery Act 2015 and bribery laws including the Bribery Act 2010; and
- b. It shall not maintain any direct or indirect business or other connections with terrorists, terrorist organisations or other criminal organisations.

13.7. The Supplier shall ensure that any sub-contractors comply with Clauses 13.1 to 13.6. Upon request, the Supplier shall provide evidence of compliance with this Clause 13.7. We shall be entitled to inspect the Supplier's records for the purposes of auditing the Supplier's compliance with this Clause 13 by providing reasonable notice which shall be no less than one week's notice unless it is not reasonably practicable to do so. When inspecting the Supplier's compliance we shall take into account the impact on the Suppliers business operations.

13.8. If requested by Us, the Supplier shall organise or participate in training to ensure that its personnel have an adequate level of knowledge and understanding of the requirements of this Clause 13.

13.9. A breach of this Clause 13 shall be deemed a material breach of these GTCP's.

13.10. Notwithstanding our right to terminate the GTCP's, If the Supplier is deemed in breach of this Clause 13, We may, at our discretion, require the Supplier to create an action plan to resolve any breach of this Clause 13 which shall then be agreed between the parties in writing. The Supplier shall implement the agreed plan immediately to Our satisfaction.

13.11. If the Supplier becomes aware of any circumstances that may constitute a breach of this Clause 13, it shall notify Us immediately in writing.

14. Right to Set-Off

14.1. The Supplier shall have no right to set-off any liability of Us against any liability it has to Us.

14.2. We may at any time, set off any liability of the Supplier to Us against any liability of Us to the Supplier. Any exercise by Us of this clause shall not limit or affect any other rights or remedies available to it under these GTCP's.

15. Subcontractors

The Supplier may not subcontract any of its rights and obligations under these GTCP's without the prior written consent of Us which shall not be unreasonably withheld. If We consent to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own. The Supplier shall ensure that the subcontractor's comply with all obligations of the Supplier under these GTCP's.

16. Limitation of liability

16.1. Nothing in this agreement limits any liability which cannot legally be limited. Subject to this Our total liability under or in connection with the Contract, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the [value of the Order giving rise to the claim.

17. Termination

17.1. Without affecting any other right or remedy available to Us, We may terminate the Contract for convenience by giving the Supplier not less than [1] months' notice.

17.2. Without affecting any other right or remedy available to it, either party may terminate these GTCP's with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of any term of these GTCP's and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- b. the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this Clause 18.1.b;
- c. the other party suspends or ceases, or threatens to suspend or cease, carrying on business; or
- d. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this GTCP's is in jeopardy.

18. Force Majeure

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate these GTCP's by giving not less than 14 days' written notice to the affected party.

19. General

20.1 Severance

If any provision or part-provision of these GTCP's is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the GTCP's. If any provision or part-provision of the GTCP's is deemed deleted under this Clause 20.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.2 Assignment

- a. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under these GTCP's;
- b. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the GTCP's without the prior written consent of the Customer.

20.3 Entire Agreement

- a. These GTCP's constitute the entire agreement between the parties.
- b. Each party acknowledges that in entering into these GTCP's it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these GTCP's. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in the GTCP's.

20.4 Variation

Except as set out in these GTCP's, no variation of the GTCP's including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Us.

20.5 Third Party Rights

These GTCP's do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these GTCP's.

20.6 Governing Law and Jurisdiction

- a. These GTCP's and any dispute or claim arising out or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. The UN Convention on Contracts for the International Sale of Goods (C.I.S.G.) shall be excluded to the fullest extent possible.
- b. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out or in connection with these GTCP's or its subject matter.
- c. If the Supplier is domiciled outside the United Kingdom, We shall also be entitled, at Our discretion, to have all claims or disputes arising from or in connection with these GTCP's, resolved in accordance with the Arbitration Rules of the International Arbitration Centre London.

C. Special Terms

20. Raw materials

- 21.1 The following provisions in this Clause 21 apply in addition to and take precedence over Part B of these GTCP only in relation to the purchase of raw materials.
- 21.2 The Supplier shall comply with the Applicable Law, in particular those relating to chemicals, which apply at the respective place of delivery set out in the Order in accordance with Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** For Our lubricant products, we may be required to obtain additional information from the Supplier for substance or product registrations and certifications. The Supplier shall use all reasonable endeavours to provide the necessary information when requested by Us.

21.3 The Supplier recognises that We, as a producer of chemicals, chemical mixtures and articles, are classified as a manufacturer, downstream user and importer within the meaning of the UK REACH ("**REACH Regulation**"). The Supplier warrants that it shall comply with all applicable provisions of the REACH Regulation, in particular those that are necessary in order to be able to process, sell or distribute goods within the United Kingdom and European Union which includes but is not limited to:

- a. registering or gaining authorisation for chemical substances or the production processes to the extent required by Applicable Law;
- b. implementing internal organisational measures that document compliance with obligations under the REACH Regulation;
- c. ensuring that any use of chemical substances, production processes (including packaging of materials), or laboratory work, which We or Our customers have indicated or notified to the Supplier, forms part of the corresponding registration or authorisation received;
- d. informing Us immediately if any part of Clause 21.3.b has not been registered or cannot be registered or authorisation has not been received within the relevant period;
- e. ensuring that Goods delivered do not contain any substances prohibited under the REACH Regulation; and
- f. informing us immediately in the case of substances of very high concern (SVHC),
a breach of this Clause 21.3 shall be a material breach of these GTCP's.

21.4 Unless otherwise agreed between the parties, the Supplier shall provide with all raw materials:

- a. an internationally recognised test certificate which sets out the product description agreed between the parties;
- b. complete relevant documentation in relation to samples; and
- c. an Safety Data Sheet in electronic format which corresponds to the current REACH Regulation, in the event of change to the relevant legislation, an updated Safety Data Sheet must be sent to Us.

21.5 The Supplier shall provide all relevant International Material Data System data free of charge at Our request.

21.6 Unless otherwise agreed between the parties, the information and data to be provided by the Supplier to Us under Clause 9 in relation to raw materials shall include but not be limited to the following:

- a. declarations on the origin of the raw materials (supplier's declaration or certificate of origin), where required, the Supplier must provide evidence of the origin of the raw materials confirmed by its customs agency; and
- b. all other relevant data and information required for compliance with internationally applicable export and chemical regulations, where applicable, including in particular the REACH Regulation, the U.S. Toxic Substances Control Act (TSCA) and the Regulation (EU) No. 2019/1021 on Persistent Organic Pollutants (POP).

21. Packaging materials

- 22.1 The following provisions in this Clause 22 shall apply in addition to and take precedence over Part B of these GTCP's in relation to the purchase of packaging materials only.
- 22.2 Unless otherwise agreed upon, packaging materials must be delivered on exchangeable Euro pallets.
- 22.3 The Supplier shall ensure that the packaging materials supplied comply with the requirements of the European Packaging and Packaging Waste Directive 94/62/EC or other national transposing laws of the Packaging Directive 94/62/EC applicable to the Supplier. Compliance with this Clause 22.3 shall include but is not limited to registration in line with the directive, complying with their reporting obligations, labelling products in

accordance with the directive and recalling products for non-compliance.

22.4 In addition to Clause 9.1, the Supplier shall provide all relevant IMDS data free of charge at our request.

22.5 Unless otherwise agreed between the parties, the information and data to be provided by the Supplier in accordance with Clause 9.3 in relation to packaging materials shall include but not be limited to a declaration of the origin of the packaging materials. If required, the Supplier shall provide evidence of the origin of the packaging materials in the form of an information sheet confirmed by its customs agency.

22. Manufacturing

23.1 The following provisions in this Clause 23 shall apply in addition to and take precedence over Part B of these GTCP's only if the Supplier acts as a contract manufacturer for Us.

23.2 In addition to Clause 7.1 and Clause 9, the Supplier shall carry out the manufacture of the Goods in accordance with the specifications and instructions provided by Us. The Supplier shall ensure that:

- a. all raw materials and goods used as well as their storage and handling comply with the specifications provided by Us and all Applicable Laws;
- b. the manufacture of products is carried out in accordance with the Weight and Measures Act 1985, in particular the filling quantity tolerances; and
- c. all packaging is labelled and marked in accordance with the specifications and instructions received by Us and all Applicable Law, in particular taking into account the requirements of the Producer Responsibility Obligations (Packaging Waste) Regulations 2007, Environment Act 2021 and the weights and Measures (Packaged Goods) Regulations 2006.

23.3 When requested by Us, the Supplier shall provide Us with a sample of each Good within an Order or delivery if the Order is to be delivered by instalments.

23. Machinery

24.1 The following provisions in this Clause 24 shall apply in addition to and take precedence over Part B of these GTCP in relation to machinery only.

24.2 In the case of shipment of machines, machine parts and machine-like equipment to be assembled at Our premises by the Supplier or by third parties engaged by it, the period for notification of defects shall commence, notwithstanding Clause 5, at the beginning of operational capability after assembly has been completed.

24.3 When delivering machines and systems within the scope of the Supply of Machinery (Safety) Regulations 2008, the Supplier shall provide a risk assessment in compliance with the regulation.