

Scope

1.1 These terms and conditions of sale ("Terms") shall apply to any sale by Eaton (together with any of its affiliated entities, subsidiaries or holding companies referred to as "Seller") of any Eaton products (the "Products") and/or any Eaton Services (the "Services"), hereinafter either individually or combined referred to as "the Supplies" to the person or entity placing an order with Seller which is accepted by Seller under these Terms (the "Buyer"). The Buyer and the Seller are collectively referred to as the "Parties" and each individually as a "Party".

1.2 The Seller shall only be bound by and an agreement for the sale of Supplies between the Seller and the Buyer on these Terms shall only be concluded once the Seller accepts, in writing, any purchase order(s) placed by the Buyer for any Supplies (the "Acceptance").

1.3 Notwithstanding any language to the contrary in the Buyer's standard terms and conditions of purchase, in any purchase order, any correspondence or any other form of acknowledgment, the Buyer shall be bound by these Terms and any other terms and conditions are hereby expressly rejected and excluded.

1.4 No variation to these Terms shall be binding unless agreed in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of these Terms even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

1.5 The scope of the sale (the quantity, part number(s), price(s) and description of the Supplies) shall be as set out or as referred to in the Acceptance. Products and/or Services shall be delivered in accordance with Seller's then-applicable quality management system. Buyer's specific quality terms and requirements shall only be complied with where such terms have been expressly agreed in writing by Buyer and Seller as being applicable to a particular order.

2. Quotation Validity

Unless otherwise indicated on the quote, written quotations by Seller shall expire automatically thirty (30) days after the date appearing on the

quotation, unless Seller receives and accepts Buyer's order within that period. Prior to the expiration date any quotation is subject to change by Seller at any time upon written notice to Buyer, unless Seller receives and accepts Buyer's order within the aforementioned validity period.

3. Price Changes

In the event of (i) increase in costs of raw materials, energy production, commodities (eg. copper, steel, aluminum, etc.), or labor (ii) increase or introduction of (new) tariffs, import duties or taxes or other similar charges or (iii) introduction of new legislation or (iv) variation in exchange rates or any specific requirements (including without limitation any design, specification, ordered quantity, shipment dates/changes) representing a price increase, Buyer will be notified and afforded an opportunity to confirm within five (5) business days from Seller's notice. In the event that Buyer does neither confirm nor object in writing within five (5) business days from Seller's notice, the price increase is deemed accepted by Buyer.

4. Payment Terms

4.1 Unless otherwise agreed in Seller's order acknowledgement, payment shall be received by Seller within thirty (30) days from invoice date by wire transfer. Subject to Buyer's credit status at delivery Seller reserves the right to define other payment terms or to stipulate a progress payment schedule in the Quotation.

4.2 In the event of Buyer's failure to perform its payment obligations in accordance with this Clause, or in the event of any change in Buyer's creditworthiness, Seller, at its sole discretion, reserves the right, among other actions to:

- (a) Reject any new purchase orders received from Buyer;
- (b) Require Buyer to immediately pay all outstanding invoices which shall become immediately due
- (c) Accept new purchase orders on the basis of revised payment terms, whereby Buyer will be obliged to pay for Products or Services in advance of delivery
- (d) Demand and obtain additional securities (such as payment guarantees) from Buyer, in advance of accepting any new purchase orders

(e) Withhold shipment or cease any performance, until such time as payment is received from Buyer, at which point Seller will notify Buyer of a revised shipment date following the Buyer's payment of outstanding sums due to Seller.

(f) charge interest on such overdue amounts at a rate of eight (8) % above the European Central Bank reference rate per annum from the due date to the date of payment in full.

4.3 The foregoing is without prejudice to any other Seller's rights or remedies which Seller may have under the applicable law. All collection costs, including reasonable attorney's fees, arising out from Buyer's non-payment in accordance with the Terms herein shall be payable by Buyer. Upon written request by Seller, Buyer shall provide Seller with all then-current financial information necessary at any time to review and confirm Buyer's creditworthiness. Should Buyer not be in a position to furnish any of the payment guarantees required by Seller, Seller shall be entitled to immediately cancel any deliveries and/or purchase orders and/or terminate these Terms by written notice with immediate effect.

5. Taxes, Charges and others

Price is exclusive of VAT, any custom duties, taxes, levies and similar charges, premium freight costs, customized packaging, disassembly, take-back, proper recycling and disposal of waste or other costs ("Charges"). Any such Charges which are liable for payment shall be charged by Seller at the prevailing rate at the time of invoicing.

6. Delivery

6.1 As notified to the Buyer any dates quoted for delivery of the Supplies are approximate only and may not be made of the essence by notice. If no delivery dates are specified, delivery will be within a reasonable time.

6.2 Seller shall be entitled to make partial shipment of product, by providing Buyer prior notice in writing prior to the date of partial shipment, subject to Buyer having five (5) business days from the date of such notice to reject such partial shipment date.

6.3 EARLY DELIVERY - In the event that Seller is able to deliver the Supplies to Buyer

prior to the original delivery date advised by Seller in accordance with Clause 6.4, and Buyer accepts such revised delivery date, the payment term specified in Clause 4.1 shall be calculated from the revised date of delivery.

6.4 If the Seller fails to deliver the Supplies for any reason (other than the Buyer's fault) and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods/services to replace those not delivered over the price of the Supplies. The limitation of liability under this clause 6.4 shall not apply in case of gross negligence or willful misconduct

6.5 If the Buyer fails to take delivery of the Supplies or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.5.1 require payment on any reasonable basis, including but not limited to the selling price, and any additional expenses, or costs resulting from such a delay;

6.5.2 store the Supplies until actual delivery at the sole cost and risk of the Buyer and charge the Buyer for the reasonable costs (including handling and insurance) of storage; or

6.5.3 sell the Supplies at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under these Terms or charge the Buyer for any shortfall below the price under these Terms; and

6.5.4 payment of any amounts contemplated in clauses 6.5.1, 6.5.2 or 6.5.3 shall be due by the Buyer within thirty (30) days from the date of Seller's invoice.

6.6 If the Seller holds any of the Supplies contemplated in clause 6.5 on the Buyer's behalf in excess of three (3) months from the time stated for delivery, the Seller shall be entitled to terminate the agreement in respect of such Supplies. In the event that any part of the price for such Supplies was paid by the Buyer prior to such termination, the Seller shall repay such amounts after deducting all costs incurred by the Seller in respect of such Supplies prior to

termination.

7. Packaging

7.1 The cost of standard packaging is included in Seller's price. Any requests for customized packaging (for example, RFID tagging, specialist materials) shall be subject to Clause 5 of these Terms.

7.2 Seller shall advise Buyer of any returnable packaging, which will be clearly marked by Seller. Failure by Buyer to return such packaging within sixty (60) calendar day, at its own cost and risk, will result in Seller's right to invoice Buyer for the costs of replacement packaging.

8. Shipment Terms

8.1 Unless Seller agrees otherwise all shipments shall be made: _

8.1.1 for road freight and parcel deliveries, CPT (Incoterms 2020) at the Buyer's warehouse; or

8.1.2. for ocean and air freight deliveries, FCA (Incoterms 2020) at the origin loading port or warehouse as agreed between the Parties in writing.

8.2 Upon Seller's written request, Buyer shall provide within five (5) business days Seller with a copy of the export declaration for the Products delivered. Alternatively, if the Product shipments are made between EU Member States, Buyer shall provide Seller with a copy of the transport documentation. In the event that Buyer fails to provide Seller with either the export declaration or a copy of the transport documentation Buyer shall be liable for any and all fees/ cost, to include but not limited to any Value Added tax, paid by Seller associated with this failure.

9. Title and Risk

9.1 Risk of any loss or damage to the Supplies shall pass from Seller to Buyer upon the delivery of the Supplies in accordance with the applicable Incoterm (Incoterms 2020) set out or referred to in the Acceptance.

9.2 Title to all Supplies shall be retained by the Seller until all amounts due to the Seller in respect of such Supplies, including any charges or interest, are paid in full.

9.3 Until ownership of the Supplies has passed to the Buyer, Buyer must take all reasonable measures to keep the Supplies in a satisfactory condition.

10. Delays or Default in Delivery

10.1 Except as otherwise set forth in Article 6.4, under no circumstances shall Seller have any liability for penalties or other damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver, any products to Buyer under these Terms

10.2 Seller shall have no liability to Buyer for Seller's delay or default in delivery due to Force Majeure (Clause 25 of these Terms), or other similar causes beyond Seller's reasonable control (for example, the granting of export licenses).

10.3 Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to claim any damages resulting thereof.

11. Limitation of Liability

11.1 Notwithstanding anything else in these Terms to the contrary, SELLER'S TOTAL CUMULATIVE LIABILITY ARISING FROM, CONNECTED WITH, RESULTING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUAL, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT ON WHICH SUCH LIABILITY IS BASED

11.2 This limitation of liability for Products or Services is a total aggregate cap and not per incident (i.e., the existence of two or more claims will not enlarge this limit). The aforementioned limitation shall not apply in the event of bodily harm, injury or death to the extent caused by Seller's negligence or Seller's gross negligence or willful misconduct.

11.3 In no event, whether under contract, statutory law or tort, shall Seller or its affiliates, officers, directors, employees, agents, be liable for any indirect, incidental, punitive or consequential damages, including but not limited to, loss of profit, loss of use, loss of production, loss of reputation, loss of opportunity, penalty payments of the third parties. Seller's liability that cannot be excluded

as per the mandatory applicable law shall not be excluded.

12. Acceptance of Goods/Services

Except as otherwise stated herein the Products shall be deemed to have been accepted by Buyer thirty (30) calendar days after delivery of Product or repaired item, unless Buyer notifies Seller in writing within that period of the reasons of non-acceptance. Notwithstanding the foregoing, use of the Products by Buyer, its agents, employees or customers shall constitute acceptance of the Products by Buyer.

13. Intellectual Property

13.1 Each Party shall remain the owner of its Background IP and nothing contained in these Terms shall imply any transfer of title of Background IP. Eaton shall be the sole owner of all Foreground IP and shall have full title to such rights.

13.2 The Buyer shall not do or authorize any third person to act in a manner which would or might damage or be inconsistent with the trademarks (which term for purposes of these Terms shall include but not be limited to trademarks, trade names, service marks, logo marks, trade dress other trade names, whether registered or unregistered) used by the Seller in relation to the Supplies or to the goodwill associated therewith and, in particular, will not do or authorize the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the Supplies. The Buyer shall not use or authorize any third person to use the trademarks used by the Seller in relation to the Supplies on any stationery, advertising, promotion or selling material other than the Supplies or other such materials supplied by the Seller to the Buyer. All advertising, promotion and selling materials supplied by the Supplier to the Buyer shall remain the property of the Seller and the Buyer shall not permit any other person to make use thereof. The use in any form of the name "Eaton" or Eaton's logo in the official name, company name, trading or business name, domain name or other similar name of the Buyer requires the prior written approval of the Seller.

13.3 Buyer shall indemnify, defend and hold Seller or its affiliates, officers, directors,

employees and agents harmless from and against any and all damages, losses, costs, expenses, claims, demands, suits and judgments arising from actual or alleged infringements of any third-party's intellectual property rights caused by

(a) Seller having followed or used the instructions, specifications, designs or products furnished by the Buyer to be used in the Services or in the manufacturing of the Products or otherwise in relation with the Services or Products;

(b) Seller having used the products or services of the sub-supplier specified by the Buyer;

(c) Buyer's use or combination of the Products or Services in conjunction with other products or services not delivered by Seller where such infringement would not have arisen from the Products or Services itself;

(d) Modification of the Products or Services other than by Seller;

(e) Buyer's use of the Products or Services after Seller has informed Buyer of modifications or changes required to avoid infringement if the alleged infringement would have been avoided by implementation of Seller's recommended modifications or changes.

13.4 Buyer agrees to inform Seller promptly about any infringement of any of Seller's trademarks or other Intellectual Property Rights or of any act of unfair competition of which Buyer has knowledge. Seller and Buyer shall then jointly decide on appropriate action. The Buyer agrees to assist in every way possible in legal actions taken by Seller or its affiliated entities in this regard.

13.5 If any claim is made against Buyer that the Supplies infringe or that their use or re-sale infringes the rights of any third party, Seller may (at its option) either secure the Buyer's right to continue to use the Supplies or replace or modify the Supplies to make them non-infringing, or if neither of these alternatives is reasonably available to the Seller, refund the purchase price.

13.6 In these Terms:

13.6.1 **"Background IP"** means any intellectual property and Intellectual Property Rights existing before the date of the Acceptance, and any Intellectual Property Rights generated after the date of Acceptance

but outside the scope of these Terms;

13.6.2 **"Foreground IP"** means all intellectual property and Intellectual Property Rights generated under these Terms; and

13.6.3 **"Intellectual Property Rights"** means any intellectual and industrial property rights including, but not limited to, copyright, moral rights and neighbouring rights, all rights in relation to: inventions (including patent rights and utility models), trademarks, confidential information (including trade secrets and know how), drawings, prototypes, algorithms, software, mask works and semi-conductor topographies and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field, afforded by law anywhere in the world whether registered or unregistered or capable of registration and all applications therefore.

14. Design and Technical Information

Unless otherwise agreed in writing between the Parties, Seller claims proprietary rights in the items and information associated with the purchase order to which these Terms apply. Drawings and technical information are issued by Seller in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent and shall be returned immediately upon Seller's request.

15. Special Tooling

All tooling patterns, dies, jigs, fixtures and tool expense shown in connection with special production items are priced at Seller's costs, and title shall be vested in Seller. Seller agrees to maintain and replace at Seller's expense such equipment during the time that the respective items (without change) continue to be purchased from Seller. Equipment may be considered obsolete and scrapped by Seller if no items have been fabricated from it during a continuous period of one (1) year. Should Buyer wish to own the equipment outright, such purchase may be affected upon mutually agreed terms.

16. Confidentiality

16.1 **"Confidential Information"** means all information (whether communicated in writing,

verbally, electronically or by any other means and whether communicated directly or indirectly), including information in connection with these Terms and the transactions contemplated therein, or any related agreement, which by its nature is intended to be for the knowledge of the receiving Party alone, which is marked as "confidential" or "proprietary" or which is otherwise confidential, and all information concerning the business transactions and the financial arrangements of any Party with any person with whom that Party is in a confidential relationship with regard to the matter in question. 16.2 Neither Party, including but not limited to its affiliated entities, owners, managers and employees shall, without the prior written consent of the disclosing Party, for any purpose other than the proper performance of its obligations under these Terms make use of or disclose or permit the use or disclosure to any third party of any trade secrets or other Confidential Information, whether relating to the method of operation or business of the other Party or the Supplies which it may receive or obtain either directly or indirectly, or make any public announcement, communication or circular concerning the transactions to which these Terms shall apply. This obligation shall remain in force five (5) years after fulfillment of the Supplies, but shall not apply to any information which (i) was publicly known at the time of disclosure to the receiving Party or becomes publicly known through no fault of the receiving Party subsequent to the time of communication thereof to the receiving Party; (ii) was in the receiving Party's possession free from any obligation of confidence at the time of communication thereof to the receiving Party; (iii) is developed independently by the receiving Party or its affiliated entities, and without reference to any of the disclosing Party's Confidential Information or other information that was disclosed in confidence to any third party, as evidenced by contemporaneous written records; (iv) required by law, by a rule of a listing authority or stock exchange to which either Party is subject or submits provided that only such Confidential Information as is strictly required is disclosed; or (v) is right-fully obtained by the receiving Party from third party authorized to make disclosure thereof without restrictions.

16.3 A disclosing Party has no liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on any Confidential Information disclosed under these Terms. No warranties of any kind (whether express, implied or statutory) are made in connection with the Supplies as to the accuracy or completeness of the Confidential Information disclosed.

17. Defects; Warranty

17.1 Products shall be free from defects in material, and workmanship ("Defects"), under normal use, for a maximum period of twelve (12) months ("Warranty") from the date of invoice of such Products by Seller. Under the Warranty Seller shall, at its option and as a sole remedy either repair or replace any material defect in the Products resulting from proved faulty material or workmanship which impairs the functioning of the relevant Products. Seller shall refund reasonable transportation costs, if any, of such Products to Seller's premises (or where otherwise directed by Seller) provided that its obligations to replace or repair any Products shall not apply to:

(a) Any Products which, upon inspection and determination by Seller, have been altered by Buyer or a third party or modified to include third party component;

(b) Any Products which have been subject to accident or damage caused by any negligent act or omission or circumstances beyond the reasonable control of Seller, and provided further that the warranty for Products which have been replaced or repaired pursuant to the provisions hereof shall be only for the unexpired portion of the original warranty period;

(c) Any Products which, having been inspected by Seller are not found to be defective, or outside of the Warranty Period. Seller reserves its right to charge reasonable costs to Buyer for no fault found inspections and associated redelivery costs.

(d) Wear and tear due to the normal use of the Product by Buyer;

(e) Misuse or abuse of the Product, or its operation, storage or management in a manner contrary to Seller's instructions.

17.2 The undertaking to replace or repair Products which are defective in materials or

workmanship set forth in Clause 17.1. herein shall be the full extent of Seller's liability in respect of the sale of Products under these Terms. ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS EXPRESS OR IMPLIED (INCLUDING MERCHANTABILITY, PERFORMANCE OR FITNESS FOR PURPOSE), STATUTORY OR OTHERWISE AND WHETHER ARISING HEREUNDER OR UNDER ANY PRIOR AGREEMENT OR IN ORAL OR WRITTEN STATEMENTS MADE BY OR ON BEHALF OF SELLER IN THE COURSE OF NEGOTIATIONS WITH BUYER OR HIS REPRESENTATIVE ARE HEREBY EXCLUDED. In case of any recall or field action caused by a faulty Product delivered by Seller, the Buyer shall notify Seller in advance and the Parties shall mutually agree upon the conditions and timeline of any such recall or field campaign. All Product failures must be returned to Seller for investigation prior to any final warranty remedy adjudication for warranty cases.

17.3 The Buyer shall notify the Seller of defects (including, but not limited to, incorrect or insufficient deliveries) in writing and without delay. Such notice shall no longer be deemed "without delay" where it is not given within ten (10) business days; this deadline shall be deemed to have been met if the notice is posted within this period.

18. Changes and Cancellation.

18.1 Changes: Changes to existing schedules or orders are subject to Seller's acceptance and may result in an increase in per piece price due to any reschedule and/or order changes. Upon Buyer's written request, Seller may accept temporary holds on orders for rescheduling purposes for a cumulative period not to exceed thirty (30) days. Upon the expiration of this thirty (30) day period, if Buyer has not communicated its rescheduled date, Seller reserves the right to recommence shipments in accordance with the original schedule or cancel the order without prejudice to Seller's rights to its cost reimbursement set forth hereunder.

18.2 Cancellations: Cancellations to existing schedules or orders are subject to Seller's prior written acceptance and reimbursement by Buyer of Seller's incurred costs, including all labor costs and expenses and costs of materials that

are not usable by Seller. Such incurred costs will be determined by Seller and communicated in writing to Buyer.

19. Export, Re-export, Transfer and Use Controls

19.1 The performance of any obligations under these Terms is conditional upon that no hindrances attributable to applicable local, United Nations (UN) or United States of America (US), United Kingdom (UK) or otherwise applicable national, European Union or international rules of foreign trade law or any sanctions or any embargoes exist.

19.2 The Buyer shall comply with all laws as set forth in clause 19.1. The Buyer shall not take any action which could place the Seller or any other associated company in jeopardy of breaching or violating any such laws, regulations, provisions and/or acts or any interpretations thereof.

19.3 The Buyer agrees to comply fully with all applicable anti-corruption laws and regulations, including (but not limited to) those in the jurisdiction in which the Buyer is registered, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. The Buyer agrees to comply with Eaton's Worldwide Anti-Corruption Policy and Worldwide Gift & Entertainment Policy, available at <https://www.eaton.com/us/en-us/company/ethics-compliance/policies.html>.

19.4 The Buyer agrees to indemnify, defend and hold the Seller harmless from any breach of the Buyer's obligations under this article 19.

20. Termination

20.1 If a party breaches any of the provisions of these Terms, the non-breaching party may terminate these Terms as follows: (a) immediately upon providing written notice to the breaching Party if the breach is not capable of being cured, and (b) thirty (30) calendar days after providing written notice to the breaching Party if the breaching Party fails to cure such breach within such thirty (30) calendar day period.

20.2 The termination of these Terms in any way whatsoever will be without prejudice to the rights, obligations and liabilities of either Party accrued prior to termination.

21. Bankruptcy

If bankruptcy proceedings are instituted against

any contracting Party or an application for bankruptcy proceedings against that Party is not granted for insufficiency of assets, the other Party may terminate these Terms and Conditions of Sale without prior written notice subject to any applicable mandatory law. Notwithstanding the foregoing, Seller's title to the delivered Products shall not be affected by the bankruptcy and/or insolvency proceedings. At its discretion and at any time, Seller shall be entitled to enter Buyer's premises and re-take possession of any Products that have been delivered but remained unpaid by Buyer.

22. Assignment

Either Party shall be entitled to delegate, transfer or assign its rights and obligations arising from these Terms, in whole or in part, to any affiliate company which is owned, directly or indirectly, by the assigning Party. All other requests for assignment shall be subject to mutual agreement between the Parties (both acting reasonably). Seller may, without Buyer's consent, assign the right to receive any amount due.

23. Data Protection

23.1 In performing and participating in the transactions based on these Terms, Buyer may have access to one or more databases, applications, reports, documents and/or other information in hardcopy or electronic form that contain or process data relating to identified or identifiable individuals ("Personal Data"), which Buyer acknowledges may be of a sensitive nature and which Buyer undertakes to treat in a strictly confidential manner and not to use unless explicitly authorized by Seller in writing or required by the applicable law. The Parties must each ensure that the persons who are authorized to process Personal Data are bound by confidentiality undertakings or subject to an appropriate statutory duty of secrecy. Each Party is responsible for the undertaking of its own personnel and the assigned employees must be advised that the data secrecy continues to apply after the termination of their employment.

23.2. The Parties commit to process any Personal Data received from the other Party and/or its affiliated entities in accordance with

any applicable personal data processing legislation. This also includes compliance with the applicable requirements for any transfers of the Personal Data to recipients (such as any service provider) in and outside the European Union for accounting, financing and/or contract management purposes.

24. Governing Law

These Terms, their interpretation and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of country where Seller (i.e. the affiliated entity, subsidiary or holding company that enters into the sale agreement) has its registered office without regard to any conflict of law rules. Any dispute, controversy or claim arising out of or in connection with these Terms including validity and governing law that cannot be settled amicably within sixty (60) days shall be resolved exclusively by the competent courts in having jurisdiction over the area where Seller (i.e. the affiliated entity, subsidiary or holding company that enters into the sale agreement) has its registered office.

25. Force Majeure

25.1 If Seller is prevented, hindered or delayed from or in performing any of its obligations under these Terms (other than a payment obligation) by a Force Majeure Event (as defined in clause 25.2 below), Seller's obligations under these Terms are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed

25.2 "**Force Majeure Event**" means an event beyond the reasonable control of Seller which is due to external circumstances including, without limitation, general labour disturbances such as, but not limited to, strikes, lockouts, boycotts and labour disputes, (but excluding strikes, lockouts, boycotts and labour disputes involving employees of the Supplier), supply difficulties and delays, any delays at borders and/or as a result of customs controls, breach of contract or disputes with the sub-contractors of the Supplier, acts of God, war, riot, civil commotion, malicious damage (but excluding malicious damage involving the employees of the

Supplier), acts of Government or any governmental authority or representative thereof (whether or not legally valid) compliance with a law or governmental order such as, but not limited to, a rule, regulation, law, governmental order or direction, embargoes and trade limitations, accident, breakdown of plant or machinery, fire, flood, storm and difficulty or increased cost in obtaining workers, goods or transport.

25.3 Where a Force Majeure Event in the meaning of clause 25.2 arises, Seller shall have the right to rescind the contract. In any case no indemnity shall be claimed or exercised by either Party in case of a Force Majeure Event.

26. Severability

If any condition (or part thereof) of these Terms shall be found to be invalid ineffective or unenforceable the invalidity, ineffectiveness or unenforceability of such condition (or part thereof) shall not so far as possible affect any other condition (or part thereof) and accordingly all such conditions (or parts thereof) not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.

27. No Waiver

No failure on the part of either Party to exercise any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right hereunder preclude any other or further exercise thereof or the exercise of any other right, unless expressly waived by the relevant Party in writing.