

General Terms and Conditions for the Purchase of Products and Services

The "Agreement" between you ("Supplier") and the ordering Getronics group company ("Buyer") (collectively "parties") comprises: these terms ("Terms") or Getronics Purchasing Agreement or other Getronics contract; any and all relevant purchase orders requesting or specifying a supply of services or products ("PO"); and supporting terms such as Commercial Terms Contracts ("CTC"). CTCs may include: central CTCs agreed between a Getronics group company and a Supplier group company each acting as a supply chain hub; local CTCs agreed between a Buyer and a Supplier; and Getronics Purchasing Contracts. It is agreed by the parties that any terms and conditions other than the Agreement which attempt to add to or vary the Agreement have no force or effect unless expressly agreed by both parties. If there is conflict between parts of the Agreement, the terms in any central CTC will take precedence, followed by any other CTC, these Terms and finally any PO.

1. Supply of Products and/ or Services

1.1. The Supplier shall supply to the Buyer, the products ("Products") and/ or services ("Services") (together "Products/ Services") in accordance with the Agreement and with the skill, care, prudence and foresight of a diligent supplier of such Products/ Services.

1.2. Any items, services, functions or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of the Products/ Services are deemed to be included within the scope of the Products/ Services to be delivered for the Price.

1.3. The Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations and requirements and reasonable instructions of the Buyer provided from time to time. The Supplier shall at all times comply with Buyer's quality assurance requirements and shall remain responsible for quality assurance with respect to all Products/ Services.

1.4. Upon expiry or termination of the Agreement (in whole or in part) for any reason the Supplier shall (a) provide such reasonable transfer assistance to a new supplier in respect of the Products/ Services as the Buyer may require to minimise any disruption and ensure continuity of the Buyer's business and (b) the Supplier shall cease to use for any purpose, and shall deliver to the Buyer, in the Buyer's chosen format, on media free of viruses, within 5 days of expiry or termination, any work product (whether or not in final form) purchased by the Buyer. In case of partial termination this provision shall apply only to the work product relating to the terminated part of the Agreement.

2. Ordering

2.1. The Supplier shall be deemed to have accepted a PO on receipt unless it gives written notice within 3 days of receipt if the PO does not conform to any relevant CTC. The Buyer may cancel a rejected PO in whole or in part.

2.2. Where any correspondence (including emails and CTCs) specifies a volume of Products/ Services to be purchased by the Buyer, such volumes shall be non-binding estimates only, to the Buyer, and shall be without prejudice to the volumes actually purchased under the Agreement, unless expressly stated as binding in the CTC.

2.3. The Buyer may forward regular forecasts of requirements to the Supplier. Such forecasts are non-binding estimates only and are only intended to assist the Supplier in scheduling its production

and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the Agreement.

3. Delivery, Non-Performance & Indemnity

3.1. Without prejudice to any rights of the Buyer, the Supplier shall immediately give notice to the Buyer if it becomes aware or anticipates: (a) it will be unable to supply any Products/ Services at the agreed time; (b) the Products/ Services do not comply with the Agreement; or (c) any matter which may result in a potential safety risk to consumers arising from the Products/ Services (whether such risk arises as a result of non-conforming Products or otherwise).

3.2. If any Products/ Services do not comply with the Agreement, or are not provided in full within the agreed time the Buyer may, at its discretion reject the non-conforming or late Products/ Services and/or require the Supplier to re-supply non-conforming Products/ Services at the Supplier's expense or terminate the PO in whole or in part. These rights to reject and/or require re-supply or terminate shall not affect any other remedy to which the Buyer may be entitled, including without limitation, reimbursement by Supplier for incremental costs incurred relating to procurement of replacement Products/Services.

3.3. If there is (i) any matter which may result in a safety risk to consumers arising from the Product / Services or (ii) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Products, the Supplier shall: (a) provide reasonable assistance to the Buyer in developing and implementing a strategy; (b) where practicable and as soon as possible give the Buyer advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.

3.4. Except to the extent required to comply with any legal obligation, no Supplier shall voluntarily initiate any Recall of any Getronics products without the prior written consent of Getronics, which consent shall not be unreasonably withheld. 3.5. The Supplier shall be liable for, and shall indemnify, defend and hold harmless all Getronics from and against, all losses incurred or suffered as a result of Recall of a product incorporating the Products to the extent that such Recall arises as a result of the Products/ Services, except to the extent that these situations arise due to the requirements of the Specifications of the Products. 3.6. The Supplier shall ensure it has, and shall for the duration of the Agreement maintain in place, adequate general liability insurance and as relevant, professional liability, product liability and/or other insurance and shall provide satisfactory evidence at the Buyer's request.

4. Price and Payment

4.1. The price for the Products/ Services shall be as set out in the Agreement ("Price") which Price includes all shipment preparation and packaging cost but excludes VAT, sales tax or equivalent unless set out in a breakdown of the Price and agreed in writing.

4.2. Payment terms are as per 90 days from receipt of invoice or receipt of Products/ Services if later, except as specified otherwise in the PO or CTC or if restricted under mandatory Applicable Laws. Where the day nominated or determined for payment is not a day on which banks are open for general business in the country in which the Buyer is located ("Working Day"), then the day for payment shall be the first Working Day after the day nominated or determined.

5. Warranties, Representations, Undertakings and Indemnities The Supplier represents, warrants and undertakes to the Buyer that:

5.1. it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under this Agreement. Supplier further possesses and/or is in compliance with all necessary licences, intellectual property ("IP") rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement.

5.2. at the time of provision, the Products/ Services shall, where applicable, be (a) supplied or manufactured in accordance with the specifications for such Products/Services as approved or provided by Buyer ("Specifications"), (b) of good quality, (c) free from any defects, (d) fit for the purpose for which they are reasonably expected to be used and (e) free from any liens, claims, pledges or other encumbrances;

5.3. the Products/ Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by the Buyer thereof shall not infringe the IP rights of any third party. In the event of a third party claim for IP infringement in breach of the Agreement, the Supplier shall be liable for, and shall indemnify, defend and hold harmless all GETRONICSs from and against all losses incurred in connection with such claim;

5.4. it shall and the applicable Products/ Services supplied shall comply with all relevant laws, including but not limited to governmental, legal, regulatory and professional requirements ("Applicable Laws") in force in the countries of manufacture, supply and/or receipt of the Products/ Services and any countries of which it has been notified where the Buyer will use the Products/Services or sell products incorporating the Products and the Supplier shall provide Buyer with the information reasonably required by Buyer in order for Buyer to utilise the Products/ Services in compliance with Applicable Laws.

6. Confidentiality

6.1. The Buyer will disclose or make available to the Supplier information relating to Getronics group business or products ("Confidential Information"). The existence and content of these Terms and the Agreement are also Confidential Information.

6.2. The Supplier undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any purpose other than in complying with its obligations under the Agreement and (c) not to disclose any Confidential Information to any person other than its officers and employees, except to the extent it is necessary for the purpose of performing its obligations under the Agreement. The undertaking shall not apply to the extent Confidential Information is information in the public domain through no fault of the Supplier or the Supplier is required to disclose it by law. Any breach of the Supplier's obligations under this clause by its officers and employees shall be deemed to be a breach by the Supplier. Except to the extent required under Applicable Laws or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Buyer or, if requested, destroyed on termination or expiry of the Agreement.

7. Intellectual Property Rights

7.1. Each party shall remain the owner of all IP owned by it before the start of its relationship with the other party independently or created outside the scope of such relationship ("Background IP"). The Buyer shall remain the owner of IP, whether existing or future, relating to or created in the course of the Supplier's performance of its obligations under the Agreement and as such Supplier shall assign and shall procure that all third parties assign to the Buyer with full title guarantee, the IP rights in the deliverables, including any customisations to the Products/ Services, but excluding the

Supplier's Background IP. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to Getronics/Buyer, a world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free licence (with full right to sublicense) to use, reproduce, exploit, modify, alter or integrate the Products/ Services without restriction. For all copyright work created under this Agreement, Supplier shall complete and maintain a copyright record form containing all necessary information including the author, work, date and place.

7.2. Each Supplier shall permit the use of its and its affiliates' Background IP, to the extent reasonably necessary in order for any GETRONICS and its respective suppliers, copackers and repackers to utilize customized IP owned or licensed by any GETRONICS ("Getronics IP") under the Agreement to make, use, modify, incorporate, develop or supply the Products/ Services.

7.3. The Supplier a) shall supply all Products/ Services that require Getronics IP exclusively for each Buyer and (b) shall not and shall procure that its affiliates do not supply such Products/ Services or any components that contain Getronics IP (or any products which embody any Getronics IP) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than a GETRONICS or a third party nominated by a GETRONICS, including co-manufacturers, copackers and repackers ("Third Party"). No Supplier shall sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Getronics IP.

7.4. The Supplier shall ensure all defective, obsolete or excess materials containing Getronics IP are rendered unsuitable for usage. The Supplier shall provide evidence of compliance with this provision to Buyer when required.

8. Records, Business Continuity, Data Protection and Privacy

8.1. The Supplier shall keep appropriate records (including in respect of ingredients, components and quality control of Products) for no less than: 5 years; or 7 years for financial information. The Supplier shall at all times upon reasonable notice, allow the Buyer to enter, access, inspect and audit (i) all information, documentation and records related to the Products/ Services, and (ii) the location, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/ Services.

8.2. The Supplier shall reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate organisational and technical safeguards against the destruction, theft, use, disclosure or loss of such data in the possession or control of the Supplier.

8.3. When processing personal data, each Party must comply with applicable Data Protection Legislation (including, but not limited to the European Data Protection Legislation) at all times during the Term of this agreement.

8.4. Where the Supplier processes personal data, the Supplier shall comply with the mandatory terms set out below: a. It shall use the personal data provided only as strictly necessary to perform the obligations as required under this Agreement and maintain written records of all categories of processing of personal data, including the subject matter, duration, nature and purpose of the processing together with the categories of data subject and types of personal data processed by the Supplier on behalf the Buyer; b. It shall assess the need for a Data Protection Officer and have in place arrangements to ensure it protects data subjects' rights, including providing assistance to the Buyer in the event of the Buyer receiving a request to provide a data subject with access to their

personal data; c. Where it appoints sub-processors, it will ensure that any such appointment is done under written contract and that the obligations and processing carried out are consistent with the specific processing set out in this Agreement; d. It shall not disclose or transfer the Buyer's personal data to third parties without the prior written consent of the Buyer (such consent not to be unreasonably withheld) and subject to the entity receiving the Buyer's personal data being located in a territory which is subject to a requirement to provide adequate protection for personal data under applicable Data Protection Legislation; or where the Supplier and/ or the entity has entered into the Standard Contractual Clauses or is subject to an equivalent mechanism approved by relevant authorities pursuant to applicable Data Protection Legislation, prior to receiving the Buyer's personal data; e. It shall ensure it does not knowingly or negligently do or omit to do anything which places it or the Buyer in breach of its obligations under the Data Protection Legislation; and f. It shall immediately inform the Buyer of any accidental, unauthorized or unlawful access, loss, destruction, theft, use, disclosure or alteration of personal data or any other noncompliance with the Agreement (a "Data Breach") giving detailed reasons for the Data Breach and at no additional cost to the Buyer, take steps to mitigate the risk and provide any assistance that may reasonably be required by the Buyer.

8.5. The definitions below will have the following meaning: a. "Standard Contractual Clauses" means the standard contractual clauses annex to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of personal data to processors established in Third Countries (and any successor clauses); b. "personal data" means any information provided by or on behalf of the Buyer to Supplier, relating to an identified or an identifiable natural person, or as otherwise defined under applicable Data Protection Legislation; c. "process" have the meaning given to them in the GDPR; d. "GDPR" means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); e. "Data Protection Legislation" means any applicable law relating to the Processing, privacy, and use of Personal Data including, without limitation: (i) EU Council Directives 95/46/EC and 2002/58/EC; (ii) the GDPR; (iii) any corresponding or equivalent national laws or regulations.

9. Term and Termination

9.1. The Agreement shall apply until the expiry or termination of all relevant periods or fulfilment of relevant volumes specified in any part of the Agreement.

9.2. The Agreement may be terminated earlier in whole or part by the Buyer without any penalty or further obligation or liability: a) on 10 days' written notice in the event of material breach of this Agreement by the Supplier or breach by the Supplier of more than 20% of the number of POs submitted by the Buyer in any preceding 3 month period; b) on no less than 7 days' written notice where there is material or deliberate or persistent non-compliance with clause 6.1; c) on giving notice in the event of a Force Majeure Event affecting the Supplier which continues for more than 10 days; d) for convenience on 30 days' written notice (subject to mandatory local laws requiring a longer notice period); or e) immediately or at a later specified date if the Supplier becomes insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent.

9.3. Any individual PO under this Agreement may be terminated earlier by the Supplier on giving 30 days' notice where any invoiced and undisputed sums due under such PO, remain unpaid for a period of 60 days after the applicable due date provided such notice states that a failure to pay within 30 days will result in the termination of that PO.

9.4.Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1.4, 3.3, 3.4, 3.5, 3.6, 5, 7, 8, 9.1, 10.4, 11, 12 Annex A 2 or any clause expressed or designed to survive expiry or termination.

10. Miscellaneous

10.1.The Buyer may assign the Agreement in part or in full to another GETRONICS or, in the event of an acquisition of Buyer's business to which the Agreement relates, to the purchaser of such business. Otherwise, no party shall without the prior written consent of the other assign (including by operation of law) or otherwise dispose of the Agreement in whole or part or subcontract any duties or obligations under the Agreement to any third party.

10.2. In respect of any payment to the Supplier, the Buyer may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier to the Buyer.

10.3. No delay or failure to exercise by any party any of its rights, powers or remedies under or in connection with the Agreement shall operate as a waiver of that right, power or remedy. No amendment or variation to any part of the Agreement or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing (excluding email) by each party.

10.4. The Supplier is an independent contractor engaged by the Buyer to supply the Products/ Services. Nothing in the Agreement shall make the Supplier the legal representative or agent of (or be in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Buyer.

10.5. The Supplier is and remains responsible for its employees, subcontractors, agents and representatives. The Supplier is not relieved of liability for and no obligations in relation to these persons pass to the Buyer or any GETRONICS as a result of the Agreement.

10.6. Supplier hereby transfers, conveys and assigns to Buyer all right, title and interest in and to all claims and/or causes of action that Supplier may have under the antitrust or competition laws of any applicable jurisdiction arising out of or relating to Supplier's purchases of any item that was, is or will be supplied by Supplier to Buyer. Upon request by Buyer, Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.

10.7. No one other than a party to the Agreement, their successors and permitted assignees and GETRONICSs upon whom the Agreement confers a benefit shall have any right to enforce any of its terms.

10.8. If any party is as a result of an event beyond its reasonable control unable to perform all or any part of its obligations under the Agreement (and such an event shall include being unable to, in relation to the Buyer, receive, accept or use Products) ("Force Majeure Event"), then the party suffering such disability shall be excused from such performance for as long as and to the extent that such inability continues, provided it complies with this clause. The party disabled by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event in the best possible way. Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, costs and/or delivery of raw materials, and strike and other labour dispute of any Supplier's representatives (or its affiliates or their representatives) shall not be a Force Majeure Event of the Supplier.

10.9. If any provision or part of any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision or of the Agreement shall not in any way be affected. The parties agree to modify or attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision in order to achieve to the greatest extent possible the same effect.

10.10. If where the Supplier is based the official language is not English, the parties may agree to append to the Agreement (or part) a translation of the Agreement (or part) in the local language. In the event of any conflict between the English and the local language version of the Agreement (or part), the parties agree that the English version shall prevail.

11. Laws and Jurisdiction

11.1. Unless otherwise specified in a CTC, the Agreement is governed by and construed in accordance with the laws of the following countries and their courts shall have exclusive jurisdiction to settle any dispute which arises under or in connection with the Agreement. Applicable law and jurisdiction is that of the country where Buyer is registered.