

Morgan Electrical Carbon Deutschland GmbH TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/SERVICES

1. INTERPRETATION

1.1 In these Conditions:

"Business Day" means a day other than a Saturday, Sunday or public or bank holiday in Germany;

"Buyer" means the party ordering Goods and/or Services from the Seller;

"Buyers Materials" means the designs, drawings, parameters, specifications and any IPR for Goods and Services provided by the Buyer to the Seller in connection with the Contract;

"Conditions" or "GTC" means these General Terms and Conditions for Purchase of Goods and/or Services

"Contract" a contract for the supply of Goods and/or Services by the Seller to the Buyer incorporating these Conditions together with any terms and special conditions contained in the Order;

"Deliverables": means all documents, products and materials developed by the Seller or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"Delivery Address" means the Buyer's delivery address stated in the Order or if no such place is defined, the Buyer's place of business.

"Goods" means the goods (including any instalment of the goods or any part of them) described in the Order.

"IPR" means knowhow, information relating to inventions, secret processes and manufacturing techniques, patents, patent applications, utility models, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"Order" means the Buyer's purchase order issued to the Seller for the purchase of Goods and/or Services.

"Party" means the Buyer or Seller, collectively the **"Parties"**.

"Price" means the price of the Goods and/or the charge for the Services.

“Restricted Party” means any (i) person or entity that is specifically targeted/designated under Sanctions Laws and Regulations, or (ii) entity that is owned 50% or more by a person or entity that is specifically targeted/designated under Sanctions Laws and Regulations, or (iii) entity that is controlled by a person or entity that is specifically targeted/designated under Sanctions Laws and Regulations.

“Sanctions Laws and Regulations” means economic or financial sanctions or trade embargoes, export controls, and other restrictive measures under foreign trade law imposed or enforced from time to time in: the United Kingdom; the United States; the European Union; ;or in any other jurisdiction that has issued laws, orders or regulations applicable to the Buyer or the Seller – to the extent they do not infringe upon or are in conflict with European law (Council Regulation (EC) No 2271/96 of 22 November 1996 – as amended) and/or German law (see section 7 Foreign Trade and Payments Ordinance – as amended) and/or any similar applicable anti-boycott law or regulation.

"Seller" means the party providing Goods and/or Services to the Buyer.

"Services" means the services (if any), including any Deliverables, described in the Order.

"Specification" includes any plans, drawings, data or other information relating to the Goods or Services, which shall form part of the Order.

"Writing" save for notices where the provisions of clause 21.2 apply, includes email, telex, cable, facsimile transmission and comparable means of communication and the word "written" shall construed accordingly.

- 1.2 Any reference in these Conditions to a statute or provision of a statute shall be constructed as a reference to that statute or provision as in force at the relevant time.
- 1.3 These Conditions shall only apply if the Seller is an entrepreneur (§ 14 German Civil Code (*BGB*)), a legal entity under public law or a special fund under public law.

2. BASIS OF PURCHASE

- 2.1 A Contract is formed when the Buyer accepts any quotation issued by the Seller (verbal or written) by issuing an Order OR where the Seller performs any act consistent with fulfilling an Order submitted by the Buyer for Goods and/or Services. The Buyer is not obliged to accept any quotation issued by the Seller.
- 2.2 These Conditions are the only terms and conditions on which the Buyer will purchase Goods and/or Services. They apply exclusively. Any deviating, conflicting or supplementary general terms and conditions that the Seller may seek to apply or which may otherwise be implied, including any which are endorsed on, delivered with or contained in the Seller’s quotation, Order acknowledgement, on the Seller’s website or other sales materials or media or on any delivery note ("**Seller T&Cs**") shall become part of the Contract only if and to the extent that the Buyer has

expressly consented to their application in Writing. This requirement of consent shall apply in all cases, including, if the Buyer accepts the delivery in full knowledge of the Seller T&Cs.

- 2.3 These Conditions shall form an integral part of all Contracts. They shall also apply to all future deliveries of Goods and provision of Services to the Buyer, even if they are not separately agreed again.

3. SELLER'S OBLIGATIONS

- 3.1 The Seller shall deliver the Goods:

3.1.1 in accordance with all applicable laws, regulations, guidelines and industry codes;

3.1.2 in accordance with the Contract (including any Specification);

3.1.3 free from defects in design, material and workmanship;

3.1.4 which are of satisfactory quality, comprise genuine and new materials;

3.1.5 with full and unencumbered title and shall not infringe the IPR of any third party; and

3.1.6 fit for any particular purpose specified in the Contract or, in absence thereof, fit for the purposes for which such Goods and/or Service would ordinarily be used.

- 3.2 In respect of the Services (including any Deliverables), the Seller shall:

3.2.1 conform with the Contract (including any Specification), the Buyer's reasonable instruction and the reasonable purposes notified by the Buyer

3.2.2 use appropriately qualified, trained and experienced personnel;

3.2.3 use due care and diligence and such high standard of quality as is reasonable for the Buyer to expect;

3.2.4 comply with all applicable laws, regulations, guidelines and industry codes and observe all health and safety rules and regulations as well as any other security requirements that apply at any of the Buyer's premises; and

3.2.5 assume full and exclusive responsibility for any occupational accident or disease occurred to its employees and its subcontractors in relation to the provision of the Goods and/or Services

- 3.3 The Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

- 3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

- 3.5 If as a result of inspection or testing it transpires that the Goods do not comply in all respects with the Contract and the Buyer so informs the Seller within twenty one days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 3.6 The Seller shall remain fully responsible for the Goods and any such inspection or testing in accordance with clause 3.4 shall not reduce or otherwise affect the Seller's obligations under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Seller has carried out remedial actions in accordance with clause 3.5.

4. PRICE OF GOODS AND SERVICES

- 4.1 The Price of the Goods and Services shall be as stated in the Order and shall unless agreed otherwise be:
- 4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a valid VAT invoice); and
- 4.1.2 inclusive of all charges for packaging, packing, shipping carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 4.2 The Seller shall itemise clearly on each invoice that it issues in respect of the Goods, all carriage, delivery and freight costs and charges.
- 4.3 No increase in the Price may be made (whether on account or increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing. If a price increase is agreed, Seller shall give Buyer not less than sixty days' notice of the date upon which the increase shall become effective.
- 4.4 The Seller shall inform the Buyer about any discount for prompt payment, bulk purchase or volume customarily granted by the Seller for the goods and services similar to the Goods and Services under the Contract and shall offer such same conditions to the Buyer.

5. TERMS OF PAYMENT

- 5.1 The Seller shall be entitled to invoice the Buyer on or at any time after completion of delivery of the Goods or performance of the Services and each invoice shall quote the Buyer's Order reference number.
- 5.2 Each invoice shall be priced in accordance with the Order and sent to the address specified in the Order.
- 5.3 Unless otherwise agreed by the Parties or a shorter period is prescribed by law, the Buyer shall pay the Price of the Goods and Services within thirty days after the end of the month of receipt by the Buyer of a proper invoice.
- 5.4 Payment shall be made to the bank account nominated in Writing by the Seller to the Buyer.

5.5 The Buyer shall be entitled, without limitation, to set-off or withhold payment for Good and/or Services not provided in accordance with the Contract. The Seller shall not be entitled to assert rights of retention and/or rights to refuse performance against the Buyer under a Contract unless the underlying claims have been acknowledged, are undisputed or have been finally adjudicated..

6. DELIVERY

6.1 The Goods shall be delivered and the Services shall be performed on the date or within the period stated in the Order, to/at the Delivery Address or as otherwise agreed by the Parties prior to delivery, and during the Buyer's usual business hours or as otherwise agreed by the Parties.

6.2 Where the date of delivery of Goods or the performance of the Services is to be specified by the Seller after the Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3 The time of delivery of the Goods and/or the performance of the Services is of the essence of the Contract and is a fundamental term of the same.

6.4 If the Seller is in default, the Buyer may - in addition to any further statutory claims - deduct from the Price (or if already paid, claim from the Seller) liquidated damages of 2% of the net price of the delayed Goods/Services per week of delay, up to a maximum of 5% of the value of the delayed Goods/Services. The Buyer reserves the right to prove that higher damages have been incurred. The Seller reserves the right to prove that no damages or only a significantly lower damages have been incurred.

6.5 The Seller shall:

6.5.1 mark the Goods in accordance with the Buyer' reasonable instructions as communicated to the Seller prior to delivery, any applicable laws and regulations as well as requirements of the carrier;

6.5.2 issue and display prominently a packing note quoting the date and reference number of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are to be delivered by instalment, the outstanding balance of Goods remaining to be delivered;

6.5.3 provide the customs tariff numbers of the country of consignment, and the countries of origin for all Goods.

6.5.4 provide proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested as well as certificates of origin upon request; and

6.5.5 ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and in accordance with the Specification.

- 6.6 Where the Buyer agrees in Writing to accept delivery of the Goods or performance of the Services by instalments the Contract will be treated as a single contract and not severable in respect of each instalment. Nevertheless, failure by the Seller to deliver any one instalment shall entitle the Buyer at its option to terminate the whole Contract in accordance with applicable law.
- 6.7 The statutory provisions (§§ 377, 381 German Commercial Code (*HGB*)) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Buyer's duty to inspect shall be limited to defects which become apparent during the incoming Goods inspection, which consists of an external examination of the Goods including the delivery documents (e.g. transport damage, wrong and short delivery). If acceptance (*Abnahme*) has been agreed, there shall be no obligation to inspect. Buyer's obligation to give notice of defects discovered later remains unaffected. Notwithstanding Buyer's duty to inspect, Buyer's complaint (notice of defect) shall be deemed to be timely if it is made within ten Business Days of discovery or, in the case of obvious defects, from delivery.
- 6.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

7. RISK AND TITLE

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract. Unless otherwise agreed, the place of performance for all deliveries of Goods and Services shall be the Delivery Address. If no Delivery Address is specified, the place of performance shall be the Buyer's registered office.
- 7.2 The property in the Goods shall pass to the Buyer upon the earlier of delivery or payment. Retentions of title by the Seller only apply insofar as they relate to Buyer's payment obligation for the respective Goods to which the Seller retains title. In particular, extended or prolonged retentions of title are not permitted.

8. WARRANTIES

- 8.1 The Seller warrants to the Buyer that the Goods, for a minimum period of two years (or such longer period as is agreed in the Contract) from the date of their delivery:
- 8.1.1 will comply with the obligations in clause 3.1;
 - 8.1.2 will correspond with any relevant Specification or sample; and
 - 8.1.3 will, to the extent that such terms are more favourable than those contained within these Conditions, benefit from the Seller's standard warranty provided for the Goods and Services,
- 8.2 The Seller warrants to the Buyer that the Services will comply with the Seller's responsibilities in clause 3.2.
- 8.3 The Seller warrants to the Buyer that it is not a Restricted Party.

9. REMEDIES

- 9.1 The Buyer remains fully entitled to the statutory warranty provisions. In addition, the following clauses 9.2 to 9.5 apply.
- 9.2 In the event that defective Goods are delivered or defective Services provided, the Seller shall, in accordance with the Buyer's request, either repair or replace the defective Goods or Services within an appropriate deadline set by the Buyer. The Seller is obliged to bear all costs that arise in connection with repair and replacement of the defective Goods and Services. In particular, the Seller is obliged to collect the defective Goods at its own cost. This shall apply even if the Buyer's customer is already in possession of the Goods.
- 9.3 If a repair or replacement of the defective Goods or Services is not carried out or not correctly carried out within the deadline set by the Buyer, the Buyer is entitled to invoke the legal remedies of reduction of scope, cancellation and compensation.
- 9.4 If an agreed partial performance or partial delivery falls short of the contractual requirements and the Seller does not remedy this breach of contract within an appropriate time, the Buyer may withdraw from the entire contract.
- 9.5 Upon receipt of a Written notice of defects by the Seller, the limitation period for warranty claims shall be suspended until the Seller finally rejects the claims of the Buyer or declares the defect to have been remedied or otherwise refuses to continue negotiations on the claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired Goods or Services shall start anew.

10. TOOLING

- 10.1 All patterns, dies, moulds or other tooling or materials, supplied by the Buyer or prepared or obtained by the Seller for the Buyer at the Buyer's cost ("**Tooling**"), will be marked with the Buyer's name and will be and remain the Buyer's exclusive property. Seller shall return the Tooling in good condition on demand of the Buyer.
- 10.2 The Seller shall:
- 10.2.1 insure the Tooling to an appropriate extent against destruction, damage and loss;
 - 10.2.2 keep all Tooling safe, in good condition and separate from Seller's stock and other inventory while in the Seller's custody and/or control;
 - 10.2.3 not dispose of any Tooling other than in accordance with the Buyer's prior written instructions; and
 - 10.2.4 not, at any time, use Tooling, nor allow Tooling to be used by anyone else for any purpose other than the supply of the Goods/Deliverable under the Contract unless the Buyer has provided prior written consent.

10.3 The Buyer shall have the right to (i) charge the Seller for the cost of any Tooling if it is destroyed or damaged or rendered unfit for the purpose for which it was originally manufactured while under the Seller's control (except for the normal wear and tear); and (ii) to enter the Seller's premises at ordinary business hours and inspect Tooling without being liable for trespass or for damages of any sort in connection with such inspection.

11. INDEMNITY

11.1 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (whether direct or indirect), including any interest, penalties and reasonable legal and other professional fees and expenses awarded against or incurred by the Buyer as a result of or in connection with:

11.1.1 breach of any warranty given by the Seller in relation to the Goods or the Services;

11.1.2 breach of Clauses 16, 17, 18 or 19;

11.1.3 any claim made against the Buyer for actual or alleged infringement of a third party's IPR arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Buyer Materials);

11.1.4 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, provision of the Services or the Deliverables; and

11.1.5 any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or the Services.

12. FORCE MAJEURE

12.1 Neither Party shall be liable to the other or be deemed to be in breach of the Contract by reason of any delays in performing, or any failure to perform any of its obligations in relation to the Goods or the Services if the delay or failure was beyond that Party's reasonable control, and which by its nature could not have been foreseen by such Party and which consequences were unavoidable, provided that the such Party shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract.

12.2 If any events or circumstances prevent the affected Party from carrying out its obligations under the Contract for a continuous period of more than thirty Business Days, the other may terminate the Contract immediately by giving notice in Writing to the affected Party.

13. TERMINATION

13.1 In the case of a contract for work and labour or a contract having as its object the delivery of movable, non-fungible goods to be manufactured or produced, the Buyer shall be entitled to cancel the Contract in whole or in part by giving notice to the Seller at any time prior to delivery, in which event the Seller shall discontinue all work on the Contract. The Seller is entitled to demand the

agreed remuneration; however, he must allow set-off of the expenses he saves as a result of cancelling the Contract or acquires or wilfully fails to acquire from other use of his labour. There is a presumption that the Seller is accordingly entitled to five percent of the remuneration accounted for by the part of the work not yet provided.

- 13.2 The Buyer shall be entitled to terminate the Contract with immediate effect and without liability to the Seller by giving notice to the Seller at any time if the Seller:
- 13.2.1 commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen days of receipt of notice in Writing of the breach;
 - 13.2.2 has ceased to supply its customers, if a material deterioration in the Seller's financial condition occurs or threatens to occur and the performance of any obligation to the Buyer under a Contract is thereby jeopardised, if the Seller becomes insolvent or over-indebted or if the Seller ceases to make payments;
 - 13.2.3 files for insolvency or a comparable procedure for the settlement of debts;
 - 13.2.4 becomes a Restricted Party; or
 - 13.2.5 suffers a change of control in relation to which the Buyer has not provided its prior written consent.
- 13.3 On termination of the Contract, the Seller shall immediately deliver to the Buyer all Deliverables whether or not then complete, and return all Buyer Materials.
- 13.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination shall continue in full force and effect.

14. INTELLECTUAL PROPERTY

- 14.1 All Buyer Materials provided by the Buyer and IPR specifically produced for the Buyer in connection with an Order shall be the exclusive property of the Buyer. The Seller shall use it solely for the purpose of completing this Order and shall surrender it to the Buyer on completion of this Order. All IPR in such materials shall also belong to the Buyer and the Seller will assign such IPR to the Buyer on Buyer's request. The Seller guarantees that it holds all intellectual property rights and other rights necessary for the of any Contract, that the Goods and Services it provides and the results of any Contract do not infringe any intellectual property rights and other rights of third parties, that they are free from third-party rights, and that the Buyer may freely dispose of them. The Seller shall indemnify the Buyer, its organs, managing directors, employees and customers against any claims and demands of third parties based on a breach of this warranty, including reasonable costs of legal representation.

- 14.2 If the Contract includes individual works or Services to be provided by the Seller, the Seller shall transfer and assign all intellectual property rights in the work results to the Buyer. To the extent such transfer is generally not possible due to legal reasons, the Seller shall grant to the Buyer the exclusive, irrevocable, transferable and royalty-free license to use and exploit such work results without restrictions as to time, territory and content in all means of use, including unknown means of exploitation. No further remuneration shall be due.
- 14.3 The Buyer shall remain the owner of all its intellectual property rights and other rights, including rights in any Buyer Material provided to the Seller by or on behalf of the Buyer, as well as to any designations, logos and names. The Seller shall not use the Buyer Material other than for the agreed purpose of the fulfilment of the Contract, and shall not acquire any license in such Buyer Material, shall not make them available to third parties or reproduce, disseminate, disclose or otherwise use them itself or through third parties. At the request of the Buyer, and always upon termination of a Contract, the Seller shall return the Buyer Materials to the Buyer (or destroy or delete same if requested).

15. INSURANCE

- 15.1 The Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each those insurances.

16. REACH

- 16.1 The Seller warrants that the Goods sold, supplied or transferred to the Buyer in Europe, and Regulation (EC) No. 1907/2006 of the European Parliament concerning the registration, evaluation, authorisation and restriction of chemicals ("REACH") applies, it has complied with REACH and that each chemical substance constituting or contained in or used in the manufacture of Goods sold, supplied or transferred to the Buyer is, where required, registered; registered for the Buyer particular use; supplied with a safety data sheet compliant with REACH; is not restricted under Annex XVII of REACH; and if it appears on Annex XIV of REACH is authorised for the Buyer's use and will promptly provide written details of any update, amendment or revision of the same to the Buyer.
- 16.2 The provisions of this clause 16.2 as well as 16.3 and 16.4 apply regardless of whether or not (i) any Goods sold, supplied or transferred to the Buyer are subject to REACH and (ii) Goods are delivered to a Buyer inside or outside Europe. The Seller will immediately notify the Buyer if any Goods sold, supplied or transferred to Buyer contain a substance listed on the Candidate List of Substances of Very High Concern for Authorisation ("SVHC") published by the European Chemicals Agency or the Goods are subsequently determined to contain an SVHC. In each case the Seller will give the Buyer written details of the name of the chemical substance and any

information required by the Buyer to allow safe use of the Goods or to fulfil its own obligations under REACH.

- 16.3 On request by the Buyer, Seller will provide all information required by Buyer, which will enable Buyer to comply with its duty to communicate information on substances in articles as required by Article 33 of REACH, including but not limited to chemical composition, test data, hazard information and safety data sheets.
- 16.4 The Seller will comply with any other request for information by Buyer which is required to enable the Buyer to comply with its obligations under REACH. All information supplied to the Buyer under clauses 16.1 to 16.4 will comply with REACH and any other requirements of the Buyer expressly notified to the Seller by Buyer.
- 16.5 Without prejudice to the Seller's obligations in Clause 16.1 to 16.4, the Seller shall comply with all relevant laws and regulations in force regarding:
- 16.5.1 the classification, labelling, packaging, transport, storage and handling of substances, mixtures and chemicals (including, but not limited to, CLP European Regulation (EC) No 1272/2008 and Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Regulations 2012 (as amended)) applicable to the supply of the Goods; and
- 16.5.2 health and safety and health and safety instructions applicable to the supply of the Goods and/or provision of the Services under the Contract including any required by or related to the Buyer's customer.

17. EXPORT / IMPORT / ECONOMIC SANCTIONS CONTROLS

- 17.1 The Seller undertakes to comply with all applicable Sanctions Laws and Regulations. The Seller will also obtain, as required, and comply with all applicable government authorizations and/or licences and their provisions in supplying the Goods. Without limiting the foregoing, the Seller shall not transfer any export-controlled item or technology provided by the Buyer in relation to the Contract to any third party or persons, including those persons employed by or associated with, or under contract to the Seller or its lower-tier suppliers, without the authority of an applicable licence, exemption or exception.
- 17.2 The Seller shall provide the Buyer with all information necessary to support any regulatory or government authorization requirements the Buyer has regarding the Goods.

18. COMPLIANCE WITH LAWS

- 18.1 The Seller shall conduct its business ethically and lawfully and in accordance with the Buyer's Code of Conduct (<http://www.morganadvancedmaterials.com/en-gb/sustainability-responsibility/ethics-compliance-programme/the-morgan-code/>) or an equivalent code of ethics

and the Buyer's Supplier Code of Conduct (<https://www.morganadvancedmaterials.com/en-gb/supplier-code-of-conduct/>).

- 18.2 The Seller represents and warrants that it is and undertakes that it:
- 18.2.1 and its sub-contractors and suppliers do not use or permit unacceptable labour practices, such as child or forced labour, or unsafe working conditions and comply with all applicable labour and employment laws, regulations, standards and conventions, from time to time in force including without limitation, the UN's Guiding Principles on Business & Human Rights and the International Labor Organization's Conventions;
 - 18.2.2 complies, at all times, in its dealings with the Buyer and any third party with whom it deals in relation to an Order, with all applicable laws and regulations; and
 - 18.2.3 shall only supply minerals to the Buyer from sources that do not (i) contribute to a conflict; and/or (ii) benefit or finance armed groups in the Democratic Republic of Congo or any adjoining country. The Seller has adopted, and required its suppliers of minerals to adopt, conflict mineral policies and management systems.
- 18.3 Upon request by the Buyer, the Seller is required to demonstrate that its Goods and use of certain materials for the Goods comply with the applicable laws and regulations (including environmental laws and regulations) and applicable international standards. The Seller will promptly provide the Buyer with information and declarations that the Buyer may reasonably request to comply with all applicable laws, regulations and standards.
- 18.4 The Buyer reserves the right to inquire and investigate the Seller's conduct and compliance with this Clause 18 and to immediately terminate any Order with the Seller if the Seller or any of its officers, directors or employees is found to have breached any part of this Clause 18.

19. ANTI-BRIBERY COMPLIANCE

- 19.1 The Seller shall comply at all times, in its dealings with the Buyer and any third party with whom it deals in relation to the Order, with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to
- 19.1.1 the German anti-corruption laws, in particular those of the Criminal Code (*Strafgesetzbuch – StGB*) and the Administrative Offences Act (*Ordnungswidrigkeitengesetz – OWiG*); and
 - 19.1.2 the UK Bribery Act and the US Foreign Corrupt Practices Act (FCPA) (and related regulation and guidance).
- 19.2 The Buyer reserves the right to inquire and investigate the Seller's conduct and compliance with this Clause 19 and to immediately terminate any Order with the Seller if the Seller or any of its officers, directors or employees is found to have breached any part of this Clause 19.

20. PERSONAL DATA

- 20.1 If the Seller deals in the Personal Data of any employee or contractor of the Buyer, it will at a minimum and regardless where it is located and whether it is the controller or processor of such information, comply with the Buyer's instructions, and the relevant laws on the protection of Personal Data in the jurisdiction of the Buyer entity placing an Order.
- 20.2 If the Seller discloses Personal Data to the Buyer, the Seller agrees that the Buyer may use the Personal Data for legitimate business purposes, to comply with its legal obligations and to perform the Contract and provide any such Personal Data received from the Seller to Affiliates of the Seller and to third parties for use for the same purposes.
- 20.3 The Seller will, at all times during and after the Contract period, indemnify the Buyer and keep the Buyer indemnified for and against all losses, damages, costs or expenses and other liabilities (including reasonable legal fees) incurred by, awarded against or agreed to be paid by the Buyer arising from its breach of this clause except and to the extent that such liabilities have resulted directly from the instructions of the Buyer.

21. ACCESS TO BUYER'S SITE

- 21.1 In the event that the performance of the obligations under a Contract requires the Seller's access to one of the Buyer's sites, the Seller, its employees, officers, agents and subcontractors shall strictly comply with the Buyer's instructions and with the operating rules for outside companies of the Buyer's respective site.

22. CONFIDENTIALITY

- 22.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or purchasers of the other Party, except as permitted by Clause 22.2.
- 22.2 Each Party may disclose the other Party's confidential information:
- 22.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract. Each Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's confidential information must comply with this Clause 22;
 - 22.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 22.3 Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under the Contract.
- 22.4 The obligations under this Clause 22 do not apply to such information, which

- 22.4.1 is in the public domain at the time of disclosure or subsequently enters the public domain through no fault or act of the Party receiving the information,
- 22.4.2 is known to the Party receiving the information prior to disclosure from the other Party,
- 22.4.3 the party receiving the information received from any third party not under any obligation to keep such information confidential, or
- 22.4.4 was independently developed by the Party receiving the information without reliance upon or use of the confidential information of the other Party.

23. GENERAL

- 23.1 The Seller shall not assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract. The Buyer may, at any time, assign, transfer, charge or sub-contract or deal in any manner with any or all of its rights or obligations under the Contract.
- 23.2 Any notice required or permitted to be given by either Party to the other under these Conditions, shall be in Writing.
- 23.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be construed as a waiver of any subsequent breach of the same or any other provision.
- 23.4 A person who is not party to the Contract shall not have any rights under or in connection with it.
- 23.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in Writing.
- 23.6 If any term of these Conditions or the Contract are deemed unenforceable as drafted, it will not affect the enforceability of any other term of the Conditions or the Contract, as appropriate. Instead of the unenforceable provision, such provision shall be deemed to be agreed which, to the extent permitted by law, comes as close as possible to what the Parties would have agreed in accordance with the spirit and purpose of these Conditions and the Contract if they had recognised the defectiveness of the provision.
- 23.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 23.8 The Seller and the Buyer irrevocably submit to the exclusive jurisdiction of the courts of [PLEASE ADD THE PLACE OF THE RESPECTIVE MORGAN SITE], Germany.