

STANDARD PURCHASE TERMS AND CONDITIONS

Version 4

1. DEFINITIONS

- 1.1. In these Terms and Conditions unless the context requires otherwise:
 - (a) "Buyer" means **Euro Gear Inc.** which issues the Purchase Order and its successors and assigns.
 - (b) "Contract" means the agreement between the Buyer and the Supplier, comprising the Purchase Order, these Terms and Conditions, and any other documents incorporated by reference in the Purchase Order, including any applicable specifications or drawings.
 - (c) "Goods" means all items specified in the Purchase Order to be delivered by the Supplier to the Buyer, including parts, components, raw materials, and related documentation or certifications, as mutually agreed upon between the Buyer and Supplier.
 - (d) "Purchase Order" means the Buyer's formal purchase order to which these Terms and Conditions shall apply.
 - (e) "Services" means all services (to be) performed by the Supplier under or in connection with the Purchase Order.
 - (f) "Supplier" means the individual, firm, or company to whom the Purchase Order is issued and its successors and assigns.
 - (g) "First Use Date" means the date on which the Buyer first utilizes the Goods for their intended purpose, provided all prior inspection, acceptance, and handover processes have been completed as per mutually agreed terms..
 - (h) "FCA" means Free Carrier.
- 1.2. Where "in writing" is used, this includes communication via e-mail or fax.

2. SCOPE OF CONTRACT

- 2.1 The Purchase Order constitutes an offer by the Buyer to purchase Goods and Services from the Supplier in accordance with the terms of the Purchase Order and these Terms and Conditions. In the event of a conflict between the Purchase Order and these Terms and Conditions of Purchase, the terms of the Purchase Order shall prevail.
- 2.2 The Purchase Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing a written acceptance of the Purchase Order; or
 - (b) any act by the Supplier consistent with fulfilling the Purchase Order;
 at which point the Contract shall come into existence.
- 2.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate (whether on quotations, acknowledgements, catalogues, or any other correspondence from the Supplier, including correspondence both pre- and post-dated from the placement of the Purchase Order), or which are implied by trade, custom, practice or course of dealing. However, these Terms and Conditions do not apply to sales of goods or services which are already covered by an existing agreement which is signed by both the Buyer and Seller.
- 2.4 Any amendments or variations to the Purchase Order or these

Terms and Conditions must be agreed upon in writing and signed by both the Buyer and the Supplier to be valid.

- 2.5 Any descriptions illustrations, or other information contained in the Supplier's catalogues, advertisements, or similar documents shall not form part of the Contract unless expressly referenced in the Purchase Order.
3. **DELIVERY OF GOODS AND PERFORMANCE OF SERVICES**
 - 3.1. The Supplier shall deliver the Goods and perform the Services during regular business hours (as applicable at the place of delivery/performance) in accordance with the time schedule in the Contract. The Supplier shall furnish such programs of manufacture and delivery as the Buyer may reasonably request. Unless otherwise agreed in the Contract, the Supplier shall deliver the Goods in accordance with Incoterms 2010 "FCA" and the Contract to the destination specified in the Contract.
 - 3.2. Time is of the essence for performance of the Contract by the Supplier. Without prejudice to any other rights or remedies available to it, the Supplier shall inform the Buyer in writing without delay if circumstances become apparent which indicate that the agreed time for delivery of Goods or performance of Services will not be met.
 - 3.3. If the Supplier fails to deliver the Goods and/ or perform the Services by the agreed time, the Buyer shall, without limiting or affecting the other rights or remedies available to it, have the following rights:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier but without any further liability to Supplier;
 - (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - (c) to recover from the Supplier any additional costs incurred by the Buyer in obtaining substitute goods and/or services from a third-party;
 - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered;
 - (e) to require that the Supplier, at no additional cost to the Buyer, expedites manufacture and supply of the Goods and/or performance of the Services, including the scheduling of additional shifts, night-time working, utilization of additional manpower, and delivery by air freight;
 - (f) to appoint representatives of the Buyer to oversee and/or supervise manufacture and supply of the Goods and/or performance of the Services; and/or
 - (g) to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates.
 - 3.4 If the Supplier fails to deliver the Goods and/or perform the Services by the agreed time the Buyer may, at its option as an alternative to immediate termination under section 3.3(a), but without prejudice to its other remedies in section 3.3, claim or deduct liquidated damages. In the absence of liquidated damages being specified in the Purchase Order, the liquidated damages

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- shall accrue at the rate of 1.5% of the Contract price for every week of delay, up to a maximum cap of 15% of the Contract price. The liquidated damages shall become due upon Buyer's demand in writing. If the liquidated damages reach 15% of the Contract price (or if a maximum cap on liquidated damages is specified in the Purchase Order, then that maximum cap), or the Buyer has reasonable grounds to believe that the delay will continue until they become capped, the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier. Upon such termination, the Buyer shall have no further liability to the Supplier, and the Supplier shall immediately refund the Buyer for all sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered.
- 3.5 The Supplier shall send a detailed advice note to the Buyer at the same time as Goods are dispatched, quoting the Purchase Order number, weight of the Goods, the number of pieces, the export classification (where applicable), delivery schedules and any other details which the Buyer may specify. A duplicate advice note must be enclosed with the Goods.
 - 3.6 In addition, the Supplier shall: (i) provide the Buyer, upon request, with certificates of origin, declarations, documents and data pertaining to trade requirements and, upon request; (ii) notify the Buyer in writing, at least [10] business days prior to the scheduled dispatch of Goods, of any possible export restrictions or approval obligations in the country of origin of the Goods or Services or their destination; and (iii) furnish full details regarding all immediate and long-term potential hazards or dangers relating to the Goods and the most appropriate safety precautions to be taken in connection with the use and handling of the Goods.
 - 3.7 All Goods must be packaged: (i) securely to prevent damage during loading, transportation, and off-loading; and (ii) in compliance with the Buyer's packaging specifications if provided to the Supplier.
 - 3.8 Partial shipments of Goods or early deliveries may only be made with the Buyer's prior written approval. In the event of a delivery earlier than agreed, the Buyer reserves the right to return the shipment at the expense of the Supplier. If the Buyer does not return an early delivery, it may store the Goods up to the delivery date at the Supplier's risk and expense.
 - 3.9 If, for any reason, the Buyer is unable to accept delivery of the Goods at the time specified in the Contract, the Supplier shall, if requested by the Buyer, store the Goods and maintain them in a merchantable condition. Subject to prior written agreement, the Buyer shall reimburse the Supplier for the reasonable costs of such storage.
 - 3.10 If the Supplier is unable to meet the agreed delivery or performance deadlines due to events beyond its control (e.g., natural disasters, strikes, or governmental actions), it shall notify the Buyer within 24 hours and take all reasonable steps to minimize delay.
 - 3.11 If the Supplier is required to operate on premises owned or operated by or on behalf of the Buyer, then the Supplier shall comply with all the Buyer's site security and safety rules and procedures at its own expense. These include, but are not limited to, using appropriate personal protective equipment, attending site induction training, removing all waste, debris, surplus materials, and temporary structures, and leaving the site tidy. The Supplier bears the risk of loss and damage for all materials used or to be used until completion of the Contract.
 - 3.12 The Supplier acknowledges that its supply of the Goods is integral to the performance by the Buyer of the Buyer's obligations contained in the contracts with the Buyer's customers ("Head Agreements") and the Supplier therefore agrees: (i) to provide all assistance that the Buyer may request from the Supplier to enable the Buyer to fulfil its contractual obligations under the Head Agreements; and (ii) that it shall not cause the Buyer to be in breach of those Head Agreements as a result of any act or omission on the part of the Supplier.
4. **TRANSFER OF RISK AND TITLE**
 - 4.1 Unless the parties agree otherwise, the risk of loss and damage passes to the Buyer at the time of receipt of the Goods. Where an Acceptance Procedure (as defined in section 6.3) is agreed or required, the date of final acceptance by the Buyer will determine the transfer of risk.
 - 4.2 Title to all or the relevant part of the Goods passes to the Buyer on the earlier of (i) payment for such Goods or part thereof; and (ii) delivery of such Goods. The Supplier shall be fully responsible for the storage, security, and condition of the Goods until delivery, irrespective of whether title has passed to the Buyer. Where title to all or any part of the Goods has passed to the Buyer, but the Goods remain in the possession of the Supplier, the Supplier shall clearly label the Goods as the property of the Buyer and store them separately from all other goods. The Supplier warrants that when legal title passes to Buyer the Goods shall be free and clear of any liens, claims, security interests and/or other encumbrances.
 5. **PRICE AND PAYMENT**
 - 5.1. The price(s) for the Goods and Services must be specified in the Contract and remain fixed for the term of the Contract.
 - 5.2. Unless otherwise stated in the Purchase Order, the price payable for the Goods and Services is: (i) exclusive of value added tax ("VAT") but inclusive of all other sales taxes; and (ii) exclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods, all travel expenses, food and beverage, accommodation and other costs related to the Services and all duties, licenses, permits and taxes (other than VAT or other sales tax) as may be payable for the Goods and Services from time to time.
 - 5.3. If the Purchase Order states that VAT or other sales tax is payable with respect to any Goods or Services, the Buyer is only required to pay such tax upon receipt of a valid VAT or other sales tax invoice.
 - 5.4. Unless otherwise specified in the Purchase Order, and subject to the Supplier complying with its obligations under the Contract, the Buyer shall pay for the Goods and the Services within [60] days from the date the Supplier sends a duly prepared and accurate invoice. The Supplier may not issue the invoice until the relevant Goods have been delivered to the Buyer or the relevant Services have been completed. Invoices must always include the official order number and comply with all applicable laws and any specifications requested by the Buyer.
 - 5.5. The Buyer may withhold payment of any disputed or insufficiently documented amounts included in any invoice. The Buyer may further set off any sum due from the Supplier to the Buyer against any amount due from the Buyer to the Supplier under the Contract or any other agreement between the parties.
 - 5.6. Where the Buyer agrees to make an advance payment to the Supplier such payment shall be conditional upon the Supplier

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providing an advance payment bond for the corresponding sum to the Buyer. Such advance payment bond shall be in a form acceptable to the Buyer.

- 5.7. Payment of an invoice by the Buyer does not constitute acceptance of the Goods and Services covered by the invoice and is without prejudice to any claims the Buyer may have against the Supplier in connection with the Contract. Final acceptance of Goods and Services shall occur only upon written confirmation by the Buyer following an inspection or Acceptance Procedure (as defined in section 6.3).

6. QUALITY, INSPECTION & TESTING

- 6.1. If the Supplier becomes aware that the Goods or Services do not comply with quality requirements and the Supplier's warranties as defined in sections 7, or if the Supplier has legitimate doubts regarding the Goods' or Services' compliance with such requirements, then the Supplier shall promptly notify the Buyer in writing and shall advise the Buyer on any further steps to be taken. The same applies if the Supplier becomes aware of property or security rights of third parties which conflict with the unrestricted use of the Goods or Services by the Buyer. Receipt and handling of such information by the Buyer is without prejudice to any claims the Buyer may have against the Supplier resulting from such non-compliance.
- 6.2. The Buyer may inspect the Goods or Services at any time prior to delivery or completion of the Goods or Services at the Supplier's premises or at any other location. Inspection by the Buyer does not relieve the Supplier of its responsibility or liability for the Goods and Services and does not imply the Buyer's acceptance of the Goods or Services. The Buyer's right of inspection prior to delivery is without prejudice to the Buyer's right to reject the Goods after delivery.
- 6.3. If, according to the Contract, the Goods or Services are to undergo tests to verify their compliance with the Contract ("Acceptance Procedure") the Supplier shall notify the Buyer that the Goods or Services are ready for testing. Such notification must be given at the times stated in the Contract or, if no time is specified, as soon as practicable after the Goods have been manufactured or the Services performed. Unless otherwise stated in the Contract, the tests shall be carried out by the Supplier at the Supplier's premises at a time acceptable to the Buyer and in the presence of one or more representatives of the Buyer. If the Goods or Services fail the tests, the Buyer may exercise its rights under section 8.1 below.
- 6.4. The Buyer may call for certificates of raw materials and test certificates for materials and equipment used in the sourcing and manufacture of the Goods. The Supplier shall provide such certificates in digital or physical form to the Buyer within [5] working days after receipt of such request.
- 6.5. If the Goods or Services fail the inspection or acceptance testing due to an error, defect, or non-compliance attributable to the Supplier, the Supplier shall bear all associated costs, including but not limited to re-testing, corrections, or transportation expenses, unless otherwise stated in the Contract.

7. WARRANTIES

- 7.1. Without prejudice to any warranties under the Contract or any other legal grounds, the Supplier warrants that the Goods will:
- (a) be fit for any purpose that the Buyer expressly or impliedly makes known to the Supplier or, in the absence of the same,

any purpose for which goods of a similar kind and quality are commonly used;

- (b) conform to any specifications stipulated in the Contract in all respects and, where applicable, to any samples or drawings;
- (c) be new and unused, of sound materials and workmanship and free from any defects in design, materials and workmanship (latent or otherwise);
- (d) conform to all applicable international and local laws and regulations relating to the design, manufacture, sale, packaging, labelling, safety standards and use of the Goods, which are in force on the date of delivery;
- (e) be accompanied by all accurate and complete instructions, certifications and documentation as may be necessary for the proper use, storage, operation, consumption, transportation and disposal of such Goods under **NORMAL OPERATING CONDITIONS** and
- (f) not contain any conflict materials (as defined by applicable UK, US, or EU law from time to time) and the Supplier will provide such certifications and confirmation of this as the Buyer may request.
- 7.2. The warranties set forth in section 7.1 or existing under any other legal grounds apply for a period of [12] months from the First Use Date or [18] months from delivery, whichever expires first, unless any longer period is stipulated in the Purchase Order. Replacement or repaired goods shall be covered for a period of [12] months from the date on which the same are delivered (or re-delivered), reinstalled and have passed any tests to which the Buyer reasonably requires them to be subjected.
- 7.3. In addition to any other warranties the Buyer may have under the Contract or any other legal grounds, the Supplier warrants that all Services will be performed:
- (a) with care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (b) in full compliance with all applicable international and local laws and regulations; and
- (c) so as to ensure that the Services completed under the Contract are free from defects in materials and workmanship and are fit for any purpose that the Buyer expressly or impliedly makes known to the Supplier, or any purpose for which services of that type are normally supplied.
- 7.4. These warranties shall extend to any substituted or remedial Services and repaired, or replacement Goods supplied by the Supplier.

8. REMEDIES

- 8.1. If the Goods or Services fail to comply with the requirements of the Contract or to conform with the Supplier's warranties, then, without prejudice to any other rights or remedies available to it, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods or Services:
- (a) to refuse to take delivery of the relevant Goods (and/or any further deliveries of Goods under the Contract) and/or further performance of the Services;
- (b) to require the Supplier to repair or replace the relevant Goods, or reperform the relevant Services, at the Supplier's sole cost within any period reasonably specified by the Buyer, however at the latest within [21] days of receipt of the Buyer's request;
- (c) to itself repair the relevant Goods or (re)perform the relevant

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Services instead of the Supplier or have such repair/(re)performance carried out by a third party at the Supplier's sole cost;

- (d) to permanently reject the relevant Goods or Services and to receive such refund or discount of the Contract price as the Buyer, acting reasonably, considers equitable in the circumstances;
- (e) to accept the relevant Goods or Services but also to receive such refund or discount of the Contract price as the Buyer, acting reasonably, considers to fairly reflect the reduction in the Goods' or Services' value; and/or
- (f) claim compensation from the Supplier for all costs, expenses, damages and other losses incurred by the Buyer due to the defective Goods or Services.
- (g) In the event that the Buyer and/or its group companies make (collectively or individually) valid warranty claims in respect of 20% or more of Goods of the same kind then the Buyer shall be entitled to declare (by giving notice to the Supplier) that there is a "serial defect" affecting goods of that kind. The effect of such a declaration will be that all goods of that type supplied by the Supplier to the Buyer and/or the Buyer's group companies shall be deemed to have one or more latent defects and be in breach of the Supplier's warranties under the relevant contracts of sale (to the extent such warranties have not already expired) and the Buyer shall be entitled to exercise its rights under section 8.1 above accordingly.

9. INDEMNITY AND INSURANCE

- 9.1. Without prejudice to any other rights or remedies available to it, the Supplier shall indemnify the Buyer and its employees, officers, agents, customers and successors and assignees ("Indemnified Parties") against all liabilities, costs, expenses, damages and losses (including all reasonable professional fees and expenses and the costs of any product recalls) suffered or incurred by the Indemnified Parties arising out of or in connection with:
 - (a) any breach by the Supplier or its subcontractors of the Contract (including any late delivery of Goods or performance of the Services);
 - (b) any negligence, willful default or wrongful act or omission of the Supplier or its subcontractors;
 - (c) any claim made against any Indemnified Party for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services; or
 - (d) any claim made against any Indemnified Party by a third party arising out of, or in connection with, defects in the Goods or Services, as delivered.
- 9.2 Nothing in these Conditions shall exclude or limit the liability of either party for: (i) death or personal injury caused by their negligence; (ii) fraud or fraudulent misrepresentation; or (c) any other liability that may not be lawfully limited or excluded.
- 9.3 During the term of the Contract and for a period of [6] years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that 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 insurance.

10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 10.1. Any intellectual property rights, including without limitation, patents, trademarks, copyrights, design rights, and know-how ("New IP Rights") developed by the Supplier specifically for the Buyer in connection with the Contract, shall remain the property of the Supplier unless otherwise agreed in writing. The Supplier grants the Buyer a non-exclusive, worldwide, perpetual, and fully paid-up license to use, sell, modify, and distribute the New IP Rights as necessary for the utilization of the Goods and Services. Ownership of the Supplier's pre-existing intellectual property, know-how, and other proprietary rights shall remain with the Supplier, and nothing in this Contract shall transfer such rights to the Buyer unless explicitly stated.
- 10.2. The Supplier shall keep confidential all information and documents that the Buyer makes available to it, or that it otherwise acquires relating to the Buyer's business, or that it creates or produces, or has created or produced, specifically in connection with the performance of the Contract for the Buyer. The Supplier shall not use or cause to be used such information or documents other than for the purposes of the Contract. Such obligation will continue in force notwithstanding termination or completion of the Contract, however caused, although such provisions do not apply to any information or document in the public domain or coming into the public domain other than through the Supplier's violation of its obligations and to such information disclosed to the Supplier's subcontractors to the extent necessary for performance of the Contract. Without prejudice to the foregoing sentences, nothing in this Contract shall transfer to the Supplier, or confer on the Supplier any rights in respect of, any intellectual property rights of the Buyer (past, present or future).
- 10.3. The Supplier shall not make any reference to the Buyer in its advertising, literature, or correspondence without the Buyer's prior written consent. Nothing in the Contract will entitle the Supplier to use any name, trademark or logo of the Buyer.

11. FREE ISSUE MATERIALS

- 11.1. Any material, software, equipment, tools objects, documents, and auxiliary resources: (i) provided by the Buyer to the Supplier; or (ii) purchased or manufactured by the Supplier in connection with this Contract and paid for by the Buyer shall be considered ("Free Issue Materials").
- 11.2. Free Issue Materials provided by the Buyer shall remain the property of the Buyer at all times. Ownership of Free Issue Materials acquired or manufactured by the Buyer shall automatically transfer to Buyer upon acquisition or completion of manufacture (as the case may be). No further action by any party is required to make such transfer effective.
- 11.3. The Supplier shall not claim or have and shall procure that its subcontractors nor any other person shall claim or have, a lien on the Free Issue Materials, for any sum due to the Supplier, its subcontractors, or any other person.
- 11.4. The Supplier shall: (i) mark Free Issue Materials as being the Buyer's property, and upon request prove such marking through photos or otherwise; (ii) use the Free Issue Materials exclusively for the provision of Services or for the manufacturing of the Goods; (iii) insure the Free Issue Materials up to their full replacement value on terms reasonably acceptable to Buyer; (iv) maintain all Free Issue

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Materials in good order and condition (fair wear and tear excluded), and make good any damage or waste at its own expense; and (v) deliver Free Issue Materials to the Buyer on demand. Failure to comply with any request to deliver up shall entitle the Buyer to enter the Supplier's premises for the purposes of repossessing such materials.

12. ASSIGNMENT AND SUBCONTRACTORS

- 12.1. The Supplier shall not assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract without the Buyer's prior written consent. The Supplier shall require its subcontractors to comply with all obligations under this Contract. Notwithstanding any consent given by the Buyer, the Supplier shall remain liable to the Buyer for any acts or omissions of its subcontractors as if they were its own.
- 12.2. The Buyer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

13. VARIATION AND SUSPENSION

- 13.1. Any variation to the scope, specification, or supply terms of the Goods and/or Services must be mutually agreed upon writing. If a Variation Notice is issued, the Supplier shall provide a detailed breakdown of the cost impact within [10] business days. The Buyer and Supplier must mutually agree to the adjusted Purchase Order price and delivery timeline before any variation is implemented. No variation shall be implemented without such mutual agreement.
- 13.2. The Buyer may suspend the Supplier's performance of all part or part of its obligations under the Contract by providing a written notice (a "Suspension Notice") specifying the reason for the suspension, the anticipated duration, and any specific instructions related to the suspended obligations. During the suspension period, the Supplier is entitled to submit a written claim detailing all direct and indirect costs incurred as a result of the suspension, including but not limited to storage and handling of Goods, additional labor costs, equipment maintenance or downtime, administrative overhead, and any other reasonable and substantiated expenses. The Buyer shall reimburse these costs within [30] calendar days of receiving the Supplier's claim, provided all required documentation and evidence are submitted. Additionally, delivery timelines shall be extended by the full duration of the suspension period, plus a recovery period deemed reasonable for the Supplier to resume performance effectively. Once the suspension is lifted, the Buyer must provide a written directive ("Resumption Notice") to the Supplier, including clear instructions and a reasonable timeline for resuming obligations. This ensures the Supplier has adequate time and resources to return to full performance under the Contract.

14. TERMINATION

- 14.1. The Buyer may terminate the Contract for convenience upon the giving of [5] days' written notice to the Supplier. Upon termination, the Buyer shall compensate the Supplier for:
- (a) all completed Goods or Services at the agreed Purchase Order price;
 - (b) all work-in-progress and unused materials at cost plus reasonable profit;
 - (c) any direct and indirect costs incurred due to the termination,

including cancellation fees for subcontractors, loss of profits, and setup costs.

- 14.2. Without affecting any other right or remedy available to it, Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) there is a delay in delivery/performance and the Buyer exercises its termination rights under sections 3.3 or 3.4;
 - (b) the Supplier commits a material breach of any term of the Contract which breach is irremediable, or if such breach is remediable fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (c) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or any analogous procedure in a relevant jurisdiction;
 - (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (e) the Supplier fails to notify the Buyer promptly and correctly of the export classification of the Goods.
- 14.3. Those conditions expressly or impliedly having effect after termination continue to be enforceable notwithstanding termination.
- 14.4. Without prejudice to its other rights and remedies at law, if the Buyer terminates the Contract pursuant to section 14.2 it shall have rights to:
- (a) require the Supplier to deliver up the Goods and any equipment, apparatus and materials which would have been supplied to Buyer in the course of Supplier's performance of the Services, with the value of such Goods, equipment, apparatus and materials being (to the extent not already paid for by the Buyer) set-off against any sums (including damages) due to the Buyer;
 - (b) require the Supplier to promptly novate or assign to the Buyer any contracts the Supplier has with suppliers and subcontractors, to the extent that they relate to the Supplier's performance of the Contract; and/or
 - (c) require the Supplier to provide (at no cost to Buyer) such advice, assistance and cooperation as may reasonably be required by Buyer to enable the Buyer itself or a substitute supplier appointed by the Buyer to complete the Goods and/or Services.

15. ETHICS AND COMPLIANCE

- 15.1. The Supplier warrants and represents to Buyer that when performing the Contract, it will comply with all applicable laws, regulations, regulatory policies, guidelines, or industry codes which may apply to their activities.
- 15.2. The Supplier warrants and represents to Buyer that it has not been debarred or declared ineligible to contract with or directly or indirectly supply goods or services to any government entity, or government funded project, anywhere in the world.
- 15.3. The Supplier warrants and represents that it has received copies of and, when performing the Contract it will comply with the requirements of, **Euro Gear Inc. Third-Party Code of Conduct** (as

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updated from time to time). Copies of these policies are available at [Third Party Code of Conduct](#)

16. GOVERNING LAW AND JURISDICTION

- 16.1. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the jurisdiction in which the Buyer is incorporated.
- 16.2. Each party irrevocably agrees that the courts of the jurisdiction in which the Buyer is incorporated shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation, except that the Buyer shall be entitled to seek injunctive or any other relief in the courts of any jurisdiction whatsoever.

17. GENERAL

- 17.1. No failure or delay on the part of the Buyer to exercise any power, right or remedy under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by the Buyer of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. No waiver by the Buyer of any breach of any of the terms and conditions of the Contract shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition thereof. Any waiver by the Buyer shall only be valid if made in writing and signed by an authorized representative of the Buyer.
- 17.2. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. No amendment or variation to the Contract shall be effective unless expressly agreed to in writing and signed by the authorized representatives of both parties.
- 17.3. Except as expressly provided in the Contract, no provisions of the Contract are enforceable by a third party.
- 17.4. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this provision shall not affect the validity and enforceability of the rest of the Contract.
- 17.5. The United Nations Convention on the International Sale of Goods will not apply.
- 17.6. This Contract shall be governed by and construed in accordance with the laws of [governing jurisdiction], and the parties irrevocably submit to the exclusive jurisdiction of the courts of [jurisdiction].