

General Terms and Conditions for Purchase of Products and Services

1 General

1.1 Definitions:

“*Affiliate*” means, with respect to a Party, any other person or entity that controls, is controlled by or is under common control with such Party;

“*Authorized Representative*” means the individual that has the authority to legally bind a Party to an agreement;

“*Buyer*” means the Evac Group entity to which the Seller is providing Products and/or Services under the Contract;

“*Confidential Information*” means any information disclosed by one Party to the other Party, whether in oral, written or any other form (including on-site observations), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including (but not limited to) the terms and conditions of the Contract, the existence of the project relating to the Contract and business, commercial, product design, strategic, financial, pricing, technical and any other sensitive information of the other Party;

“*Contract*” means the accepted purchase order (including the scope and pricing) between the Parties for the sale and purchase of Products and/or Services, together with these Terms and Conditions, in accordance with section 4 (Conclusion of Contract).

“*Contract Price*” means the agreed price stated in the Contract for the sale and purchase of Products and/or Services, including adjustments (if any) in accordance with the Contract. The Contract Price shall include costs for packing, shipping, insurance and VAT as well as all other related taxes, charges and costs. Requirements for packing and shipping are to be included in the Purchase Order. Unless otherwise agreed between the Parties, the delivery terms shall be DAP (as set out in Incoterms 2020) to the location specified by the Buyer.

“*Force Majeure*” is defined under section 12.4;

“*Incoterms 2020*” means the international commercial terms by the International Chamber of Commerce, Incoterms 2020;

“*Party*” or “*Parties*” means one or both of the Seller and the Buyer as the context requires;

“*Product*” or “*Products*” means the materials, goods, components and/or products to be supplied under the Contract by the Seller to the Buyer;

“*Purchase Order*” means the purchase order in which these Terms and Conditions are referred to or annexed to, which includes the Products and/or Services, prices, lead times and payment specifications and any other related details.

“*Seller*” means the seller entity providing Products and/or Services under the Contract;

“*Services*” means the services to be supplied under the Contract by the Seller to the Buyer.

“*Terms and Conditions*” means these “General Terms and Conditions for the Purchase of Products and Services” and its Annexes, together with any modifications or additional provisions agreed between the Parties in writing (including but not limited to in the Purchase Order), provided that any such provisions are expressly stated to prevail over the provisions set forth in these Terms and Conditions (except if they are included in the Purchase Order from the Buyer, which shall automatically prevail these Terms and Conditions);

“*VAT*” means (i) any tax imposed in compliance with the European Union’s Council Directive 2006/112/EC of 28 November 2006 amended on the common system of value added tax, (ii) any other tax of a similar fiscal nature, whether imposed in a member state of the European Union in substitution for, or in addition to, such tax, or imposed elsewhere, and (iii) any similar taxes imposed on the sale of goods and services in any applicable jurisdiction; and

“*Warranty Period*” is defined under section 12.

1.2 *Singular and Plural.* Definitions apply to the singular and plural forms of each term defined.

1.3 *In Writing.* Any references to written form shall mean a document or email, whether electronic or in hard copy, that is signed by the Authorized Representative of the Party in question.

1.4 *Titles and Headings.* Titles and headings of sections of these Terms and Conditions are for convenience only and shall not affect the construction of any provision of these Terms and Conditions.

2 Application

2.1 *Application.* These General Terms and Conditions for the Purchase of Products and Services shall apply to any purchase of Products and/or Services purchased by the Buyer and sold by the Seller.

2.2 *Exclusion of Inconsistent Terms.* These Terms and Conditions shall be deemed to be annexed to any Purchase Order or request for quote made by the Buyer, as well as to any acceptance by the Seller of a Purchase Order by the Buyer, and therefore:

- i. form the terms and conditions of the Contract; and
- ii. apply to the exclusion of any inconsistent or additional terms and conditions put forward by

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or on behalf of the Seller (e.g. the Seller's general terms).

The above subsection (ii) to this section 2.2 (Exclusion of Inconsistent Terms) shall not, however, apply to such modifications or additional provisions that are expressly agreed between the Parties in writing to be prevailing over the provisions set forth in these Terms and Conditions, or that are included in the Buyer's Purchase Order accepted by the Seller.

- 2.3 *Buyer's subcontractors.* Under the Contract, the Seller shall, when needed, also provide the Products and/or Services for sale to the Buyer's selected subcontractors with the same terms and conditions as to the Buyer. The Buyer shall separately provide a list of subcontractors (if any) to the Seller.

3 Representations

- 3.1 *Representations.* Without limiting any other representations and warranties, each Party represents and warrants, that:
- i. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite corporate power and authority to carry on its business;
 - ii. the Contract is within its powers and has been duly authorized and approved;
 - iii. the execution, delivery and performance of the Contract does not violate, conflict with or constitute a default under (i) its articles of association or similar registered company rules, or (ii) any law, statute, rule or regulation to which it is subject, or any order, judgment or decree to which it is subject to;
 - iv. it is not insolvent, and it will not be rendered insolvent by the performance of the Contract, and it is able to meet its respective business obligations as they come due. No proceeding in bankruptcy or insolvency has commenced or is pending against it; and
 - v. it is in compliance with all applicable laws, rules and regulations, including but not limited to import and export control laws and regulations, sanctions regulation, tax legislation, international trade restrictions, anti-corruption and anti-money laundering laws, employer related laws as well as health, safety and environmental legislation.
- 3.2 The Seller shall, at its own expense, have and maintain all the necessary permits, certificates, registrations, filings and licenses (including to its employees and subcontractors) needed for performing its obligations under the Contract. The Seller shall ensure that it, its operations, and its employees are covered by an insurance, the terms and coverage of which are customary with respect to the nature of the Products and/or the Services.

4 Conclusion of Contract

- 4.1 *Purchase Order.* Any Purchase Order by the Buyer shall remain open for a maximum period of two (2) days from the date appearing thereon and may be withdrawn or altered by the Buyer at any time within such period without notice. Additionally, obvious or apparent mistakes or errors in the Purchase Order are not binding upon the Buyer and may be corrected by the Buyer at any time in its sole discretion.
- 4.2 *Purchase Order acceptance.* Accepted Purchase Order by the Seller forms the Contract. However, if the Seller has amended the Purchase Order or there are any changes to Buyer's Purchase Order or to these Terms and Conditions, the Purchase Order shall not be deemed accepted by the Buyer (unless explicitly accepted in writing by Buyer). The Seller accepts a Purchase Order either in writing by confirming the Purchase Order or by delivering the Products and/or Services to the Buyer.
- 4.3 *Terminating Accepted Purchase Order.* The Buyer shall have the right to terminate any Purchase Order at any time by giving the Seller a written notice specifying the termination date, provided that the notice is given two (2) weeks prior to such termination date.
- 4.4 *New or changed Orders.* For additional Products and/or Services not listed in the Contract, the Parties shall agree on pricing in good faith (open book calculation), while all other terms and conditions under the Contract shall apply.

5 Price and Payment

- 5.1 *Contract Price.* The Buyer shall purchase the Products and/or Services from the Seller at the Contract Price.
- 5.2 *Invoicing.* Seller shall have a right to invoice after the Buyer has received the Products or when the Services have been duly completed. The Payment term is 60 days net.
- 5.3 *Price Adjustment.* The Seller shall not have a right to change the Contract Price (including in Force Majeure events).

6 Quality

- 6.1 Product complies with applicable laws and regulations and is safe to use. The Seller shall maintain quality control procedures in compliance with the good industry practice or otherwise proven quality control procedures in place. The Products and/or Services delivered shall correspond to the species, quality, quantity, packing and other characteristics agreed between the Parties and be fit for the purpose the Product and/or Service is meant for. Any quality system requirements (e.g., ISO9001) will be included in the Purchase Order.

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- 6.2 The Seller represents and warrants, that it has the capacity and the resources to provide the Services as set forth in this Contract. The Seller shall bear the responsibility for the professional and technical competence of its employees and shall select individuals who will perform their activities diligently and effectively. Services provided shall be carried out: (i) in a good, substantial and workmanlike manner and in accordance with good industry practice, and laws and regulations; (ii) with good and suitable quality materials; (iii) with such materials that are compliant with the latest applicable standards and that do not contain any restricted materials; and (iv) so as not to cause any damage to or disturbance, interruption or delay in the carrying out and completion of the Services being carried out by other contractors at the site.
- 6.3 The Seller shall organize the Services independently. However, the Seller shall comply with and adhere strictly to any instructions issued to it by the Buyer relating to the Services, including but not limited to, instructions relating to variations (including omissions) and the sequencing and timing of the execution of the Services, instructions on safety, as well as any policies and code of conduct attached to this Contract.
- 6.4 The Seller represents and warrants that all plant, machinery, equipment, tools, materials or any other similar items whether hardware or software needed or required for the carrying out and completion of the Services are in compliance with the requirements and specifications in this Contract, including (but not limited to), being safe and fit for purpose, and without defects or risk to health or environment.
- 6.5 If, after inspection of the Product, Buyer determines that the Product is not acceptable, Buyer reserves the right to return the entire shipment and cancel any unfilled balances of the Contract without cost. All rejected material shall be returned at Seller's sole expense including cost of inspection.

7 Environmental, Health and Safety, Code of Conduct

- 7.1 The Seller shall in all activities pay due attention and care towards the environmental protection when manufacturing and delivering the Products and/or Services. The Seller shall comply with applicable environmental laws, regulations and orders and shall indemnify and hold Buyer and third parties harmless of any environmental impacts of the Seller's activities and the Products and/or Services. The Seller will strictly comply with the Buyer's (or its customers, as the case may be) site and security policies and the code of conduct, Appendix 1 (Evac Supplier Code of Conduct), as well as with all applicable occupational, health and safety laws, rules and regulations. The Seller shall ensure that its employees and subcontractors comply with such laws, code of conducts and procedures.

8 Delivery

- 8.1 *Time and Place.* The delivery term for Products shall be DAP (as set out in Incoterms 2020) to the location specified by the Buyer in the Purchase Order. The place and the date of the delivery shall be specified by the Buyer. The delivery for the Services shall be to the location, and on such dates, as specified by the Buyer in the Purchase Order
- 8.2 *Partial Deliveries.* The Seller shall not have the right to make or invoice partial deliveries.

9 Risk and Property

- 9.1 *Transfer of Risk.* Risk in the Products shall pass to the Buyer as set forth in Incoterms 2020, DAP.
- 9.2 *Retention of Title.* Title to Products, and to the end products of the Services as the case may be, sold shall pass to the Buyer with the payment of the Contract Price, which relates to the relevant Products and/or Services. However, the Buyer shall be entitled to re-sell the Products, and any end-products of the Services as the case may be, to its customers prior to the change in title, when necessary.

10 Termination

- 10.1 *Termination of Contract.* The Contract shall terminate immediately if:
- i. the Seller commits a breach of any term of the Contract and (if the breach is capable of remedy) fails to remedy it within 30 days after receipt of notice in writing requiring it to do so;
 - ii. the Seller makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Seller, or the Seller ceases, or threatens to cease, to carry on business;
 - iii. any event analogous to those described in above subsection (ii) of this section 10.1 (Termination of Contract) which occurs in relation to the Seller in any jurisdiction in which the Seller is incorporated, resident or carries on business; or
 - iv. it becomes unlawful for the Buyer to carry out its obligations under the Contract.

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11 Use of Products/Services; and Intellectual Property Rights

- 11.1 The Seller grants the Buyer a perpetual, worldwide, free of charge, unrevokable, non-exclusive license to use, sell, resell, supply, distribute, equip, combine with other components (regardless of the origin), create derivative works, modify, further license, repair and replace the Products and/or Services, and the documentation, software and intellectual property rights related to the Products and/or Services, to the extent required to fully utilize the Products and/or Services for the purposes of the Buyer, including a right for the Buyer to remove or replace any Seller's markings, logos and similar in the documentation or in the Products and modify any such documentation.
- 11.2 The Seller shall deliver the Products and/or Services to the Buyer free from any third-party rights (including those of the Seller), so that the Buyer has the right to supply and sell the Products (as part of an equipment or product, or separately) to its own customers and their end-customers (and the customers and their end-customers have a right to use it as agreed between the Buyer and its customers) without any encumbrances, fees or limitations from the Seller or any other third party.
- 11.3 Title to any new intellectual property rights (regardless of their form) that is invented or created under this Contract shall be exclusive property of the Buyer. No right to any intellectual property rights of the Buyer is granted or transferred to the Seller.
- 11.4 All information, drawings, technical documents, tools, molds, and other items that the Buyer has submitted to the Seller, shall remain the exclusive property of the Buyer.
- 11.5 The Seller is not entitled to use or refer to any of the Buyer's trademarks or trade names or domain names unless expressly authorized thereto by the Buyer in writing.

12 Warranty and Liability

- 12.1 *Seller's Warranty.* The Seller guarantees that the Products and/or Services comply in every respect with the requirements of this Contract and that the Products and/or Services are free from any defect, including but not limited to in materials and workmanship or compliance. The Seller further guarantees that the Products and/or Services are suited for the application indicated by the Buyer.
- The warranty period is 36 months from the delivery of the Products and/or Services to the Buyer, or 24 months from the date of delivery of the respective Products and/or Services by the Buyer to its customer, whichever comes later (the "Warranty Period").

The Seller shall rectify any non-compliance appearing during the Warranty Period without any additional cost to the Buyer or the Buyer's customers or end-customers. Should the Seller refuse or persistently neglect or fail to fulfill its warranty obligations, the Buyer shall have the right to repair and/or have repair carried out at the Seller's risk and expense. The same right shall accrue to the Buyer in case of an emergency.

- 12.2 *Liability.* The Seller shall defend, indemnify and hold the Buyer (and any of its Affiliates) and its customers harmless of any incurred or asserted claims or damages against, or costs (including attorney costs) or damages incurred by, the Buyer (or any of its Affiliates) or the Buyer's customers (or end-customers) due to any delay, defect or other breach of this Contract by the Seller or any third party the Seller is contracting with.
- No Party shall be liable for any unforeseeable indirect or consequential damages under this Contract. The Seller's liability is limited to the value of the Purchase Order or the aggregate amount paid by the Buyer to the Seller in the preceding twelve (12) months, whichever is higher.
- 12.3 *Exceptions to Limitation of Liability.* Nothing contained in the Contract shall be construed to limit or exclude the liability of either Party (i) under sections 13 (*Confidentiality*) and 15 (*Trade Compliance*), (ii) under mandatory law or (iii) for any damage caused by gross negligence, fraud or wilful misconduct.
- 12.4 *Force Majeure.* Party shall not be liable for any loss or damage arising from that Party's failure to perform any of its obligations under this Contract if such failure is the result of circumstances that are unforeseeable to that Party and outside of that Party's control ("Force Majeure"). In order to apply Force Majeure, a Party invoking the Force Majeure must notify the other Party within ten (10) days from the Force majeure event.
- Force Majeure may result from events such as following, the list not being exhaustive: outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, fire, flood, stoppages or restraint of labor from whatever cause, whether partial or general, epidemic or pandemic, weather conditions, traffic congestion, mechanical breakdown or obstruction of any public or private road or highway.
- Party must be prevented from performing its obligations due to the Force Majeure in order to invoke the clause. A mere hindrance or hardship does not constitute a Force Majeure.
- 12.5 *Seller's Subcontractors.* Seller ensures that its subcontractors are aware of the provisions of the Contract. Seller is liable of its subcontractors' compliance of the Contract.

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13 Confidentiality

- 13.1 *Obligation of Confidentiality.* Neither Party shall disclose any Confidential Information to any third party, without the prior written approval of the other Party, except as may be required by law, regulation, court or governmental authority or rules of relevant stock exchange. Notwithstanding aforesaid, each Party may disclose Confidential Information to the extent strictly necessary for the purposes of this Contract to (i) its employees and directors, (ii) its Affiliates and their employees and directors, (iii) its (and its Affiliates') attorneys, accountants, auditors, banks and professional advisors, and (iv) any entities and their employees and directors who are directly involved in the performance of the obligations under the Contract (including Seller's subcontractors and suppliers), provided that the Party disclosing the Confidential Information under (i)-(iv) shall see to it that such parties are bound at least by similar confidentiality obligations as set forth herein.
- 13.2 *Publicity.* Neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other.

14 Data Protection and Information Security

- 14.1 In case the Seller processes personal data on behalf of the Buyer or otherwise processes personal data in respect of which the Buyer is the data controller, the Parties shall enter into a separate data processing agreement.
- 14.2 The Seller is only allowed to process personal data on behalf of the Buyer or otherwise process personal data in respect of which the Buyer is the data controller, to perform its obligations in accordance with this Contract during the term of this Contract.
- 14.3 Seller shall comply with [Appendix 2 \(Evac Information Security Supplier Requirements\)](#).

15 Trade Compliance

- 15.1 The Seller shall comply with all applicable laws, rules and regulations, including but not limited to import and export control laws and regulations, international trade restrictions and embargoes issued by the United Nations, European Union, Switzerland or any other state which is EEA member, the United Kingdom and the United States or any other applicable authority.
- 15.2 The Seller represents and warrants that it is not subject to any sanctions imposed by the United Nations, European Union, Switzerland or any other state which is EEA member, the United Kingdom, and the United States or any other applicable authority.
- 15.3 The Seller shall not supply the Buyer any products and/or services that originate from persons or entities subject to any sanctions imposed by the United Nations, European Union, Switzerland or any other state which is EEA member, the United Kingdom, and the United States or any other applicable authority.

- 15.4 The Seller shall clearly inform the Buyer in writing prior to delivery, if any Products (or any products relating to Services) supplied to the Seller are classified as controlled dual-use or military items under EU Regulation 2021/821, the EU Common Military List, the US Export Administration Regulations (EAR), the US International Traffic in Arms Regulations (ITAR), or any other export control regulations that is applicable to the Products (or to any products relating to Services).
- 15.5 The Seller shall provide to the Buyer, upon a request and without a delay, the information with respect to compliance of this section 15, including but not limited to the manufacturing locations of the products it supplies to the Buyer together with proof of origin.
- 15.6 The Buyer shall not be liable for any direct or indirect damages or costs caused by any delay in payment where the execution of the payment is deemed by the Buyer to be prohibited under export control or sanctions regulations or otherwise to expose the Buyer to the risk of becoming subject to penalties, restrictions, or similar negative administrative consequences under such laws.

16 Miscellaneous

- 16.1 *Governmental matters.* In case Buyer's customer is state, government or their affiliates, Seller shall agree to flow down of clauses applicable to Buyer, to the extent required by such customer.
- 16.2 *Assignment.* The Buyer has the right to assign this Contract to any third party (e.g. Buyer's Affiliate) upon its sole discretion. The Seller may not assign, transfer or pledge any of its rights or obligations under this Contract without the prior written consent of the Buyer.
- 16.3 *Entire Agreement.* The Contract constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of the Contract.
- 16.4 *Written Modifications.* The Contract may be modified only by a written agreement between the Parties.
- 16.5 *No Waiver.* The failure of a Party to insist upon strict adherence to any term of the Contract on any occasion shall not be considered a waiver of such Party's rights or deprive such Party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.
- 16.6 *Severability.* Should one of the clauses in the Contract or part thereof be legally invalid, the validity of the other clauses remains unaffected.
- 16.7 *Survival.* Upon termination or expiration of the Contract, any right or obligation of a Party which by its express terms or nature and context is intended to survive termination or expiration of the Contract, shall survive.
- 16.8 *Governing Law and Jurisdiction.* The Contract shall be governed by and construed in accordance with the laws of the jurisdiction of the Buyer's domicile, excluding its choice of law provisions, and the Parties hereby submit to the exclusive jurisdiction of the courts of the Buyer's domicile.

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- 16.9 *Annexes.* The following annexes constitute an integral part of these Terms and Conditions:

Annex 1: Evac Supplier Code of Conduct
(www.evac.com/suppliers)

Annex 2: Evac Information Security Supplier
Requirements (www.evac.com/suppliers)

- 16.10 *Order of Priority.* The main body of these Terms and Conditions (meaning this document) and each of its Annexes shall be construed consistently, so as to complement each other. All rights, responsibilities and remedies established in such documents are cumulative. Any conflict or inconsistency between any provision of the main body of these Terms and Conditions and any provision of any of its Annexes shall be resolved by giving priority to such documents in the following order: (i) the main body of these Terms and Conditions, not including its Annexes; and (ii) the Annexes listed above under section 16.8 (Annexes) in ascending order.

In case there is any conflict or inconsistency between any provision of these Terms and Conditions (including its Annexes) and the Purchase Order, the Purchase Order shall prevail.