

## GENERAL CONDITIONS OF PURCHASE

### 1. Applicability

- 1.1. All purchase orders or work orders ordering Products and/or Services issued by the Purchaser to the Supplier (each a "**Purchase Order**") shall be governed by these purchase terms and conditions ("**Purchase Terms**").
- 1.2. Each Purchase Order constitutes an offer by the Purchaser to purchase the Products and/or Services in accordance with these Purchase Terms. The Purchase Order (and the Agreement) shall be deemed to be accepted by the Supplier on the earlier of (a) Supplier's express notice of acceptance, (b) Supplier's acknowledgement of the Purchase Order, or (c) Supplier doing any act consistent with fulfilling the Purchase Order (in whole or in part), at which point a separate and distinct Agreement (as defined herein) shall be constituted between the Parties. In no circumstances shall the rights and obligations of the Purchaser under one Purchase Order affect the rights and obligations of the Purchaser under a different Purchase Order, except as to the Purchaser's set-off rights set out in this Agreement.
- 1.3. Save as expressly set out herein, no change, variation, or waiver of any provision of this Agreement, right and/or remedy of the Purchaser shall be effective unless expressly agreed in writing and signed by an authorised representative of the Purchaser.
- 1.4. No payment or acceptance of any Product and/or Services, failure, delay or partial exercise of any right or remedy, shall affect, limit or waive the Purchaser's rights or remedies nor relieve the Supplier of any obligations or liabilities under this Agreement.
- 1.5. Any terms or conditions proposed by the Supplier or set out in any document from the Supplier (whether attached to the Supplier's quotation, order confirmation, invoice or otherwise) shall not be binding and are expressly excluded.
- 1.6. A separate valid, written and signed agreement for the supply of Products and/or Services between the Purchaser and Supplier shall not be affected by and shall prevail over these Purchase Terms, unless otherwise expressly stated therein.

**2. Definitions.** In this Agreement, unless the context otherwise requires, the following words have the following meanings:

**"Affiliate"** means, in respect of a Party any company or entity that, directly or indirectly through one or more companies or entities, either controls or is controlled by the relevant Party, or which is, directly or indirectly, through one or more companies or entities, is controlled by the same entity as the relevant Party. In this definition, "control" means (i) the possession, directly or indirectly, of the power to direct the management or policies of a company, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (ii) ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such company and has the power to direct the management or policies of a company. Affiliates of Purchaser shall include Suntory Holdings Limited ("**SHD**") and SHD's Affiliates.

**"Agreement"** means the agreement between Purchaser and Supplier consisting of (i) the Purchase Order, (ii) these Purchase Terms, (iii) the Specifications, and (iv) any other documents (or parts thereof) specified in the Purchase Order. In the event of any conflict between these documents, the order of precedence for the aforesaid documents shall be in accordance with the following order (i), (ii), (iii), and (iv).

**"Authority"** means any competent national, provincial, municipal or local government, semi-governmental, regulatory, administrative, fiscal, legislative or judicial body, department, commission, tribunal, agency, entity or public body, exercising executive, legislative, judicial, regulatory or administrative functions of government.

**"Data Protection Laws"** means the applicable data protection and privacy Laws in force from time to time.

**"Delivery Date"** means the date specified in a Purchase Order or otherwise subsequently notified to Supplier in writing by the Purchaser, for delivery of the Products and/or completion of the Services.

**"Delivery Location"** means the location specified in the Purchase Order or otherwise subsequently notified to Supplier in writing by the Purchaser, for delivery of the Products and/or completion of Services.

**"IPR"** means any and all rights in and/or to: (a) patents; (b) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (c) formulas, processes, compositions of matter, formulations, methods of use or delivery, data, reports, specifications and computer programs or models; (d) copyright and related rights; (e) moral rights; (f) design rights; (g) trademarks and service marks; (h) business or

trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (i) database rights; (j) confidential information, knowhow, trade secrets; and (k) 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 subsist or will subsist now or in the future in any part of the world.

**"Laws"** includes any law, regulation, authorisation, rule, ruling, judgment, award, order, injunction, directive, treaty, decision, decree, statute, legislation, regulation, proclamation, ordinance, practice note, standard, circular, policy, governmental approval, requirement, guideline, by-law, code of practice or any similar form of decision issued by any Authority from time to time.

**"Party"** means the Purchaser or the Supplier individually and, collectively, the "**Parties**".

**"Personal Data"** means any information which is protected as "personal data", "personal information" or similar term under the applicable Data Protection Laws.

**"Personnel"** means all employees, agents, officers and directors of a Party or its Affiliates.

**"Product(s)"** means any good(s) the Purchaser agrees to purchase from the Supplier.

**"Purchaser"** means a Suntory entity which issues the Purchase Order.

**"Services"** mean those services to be provided to the Purchaser by the Supplier.

**"Specifications"** mean the written specifications, drawings, samples or other description or requirements provided by the Purchaser to Supplier for the Products and/or Services or mutually agreed in writing by both Parties.

**"Supplier"** means a person, firm, company or other entity to whom a Purchase Order is issued or addressed.

### 3. Delivery of Products and Provision of Services

- 3.1. Time shall be of the essence in the performance of the Supplier's obligations under the Agreement. Products and/or Services shall be delivered in accordance with the Agreement on the Delivery Date to the Delivery Location. Supplier shall, at its own cost, be responsible for all packing, labelling, preparation of cargo, transport, loading, customs clearance, declaration, shipping, lifting services and any other steps required to effect completion of delivery at the Delivery Location, which shall only occur during Purchaser's business opening hours, unless agreed otherwise in writing by the Parties. The Supplier shall immediately notify the Purchaser in the event of any likely delay in delivery.
- 3.2. The Purchaser may, in the event of any delay, without prejudice to any other remedies, (a) cancel or reschedule the Purchase Order; (b) refuse (in whole or part) acceptance of any Products and/or Services under the Purchase Order, and /or (c) buy substitute Products and/or Services from a third party and recover from the Supplier any additional expenditure reasonably incurred by the Purchaser, which may include without limitation, the price difference of the substitute Products and/or Services, charges, loss, damages, costs or expenses.
- 3.3. The Supplier shall follow the instructions of the Purchaser from time to time regarding such documents required to be tendered to the Purchaser in relation to the Products and/or Services. If the Supplier fails to follow such instructions, the Purchaser shall have the right to reject the Products and/or Services. At a minimum, each delivery of Products must be accompanied by a delivery note (and any other delivery documentation specified in the Agreement) showing the date of the Purchase Order, the Purchase Order number, the type and quantity of Products being delivered and special storage instructions (if any)
- 3.4. The Purchaser may, with reasonable written notice given to the Supplier prior to the Delivery Date, request to change the Specifications, packaging of the Products, Delivery Date and Delivery Location and the Supplier shall comply with such changes, provided that if such changes requested by the Purchaser result in any increase or decrease in cost or time required for delivering the Products and/or Services, the Purchaser may (but shall not be obliged) in its sole discretion modify any part of the Purchase Order.
- 3.5. Any excess in volume, advance or partial delivery, or delivery by instalments of any Products and/or Services, shall require the Purchaser's prior written consent and, where agreed by Purchaser, may

be invoiced at such time, and paid for separately or in such manner, determined by Purchaser in its sole discretion.

- 3.6. Nothing in this Agreement shall give rise to (i) any exclusive arrangement between the Parties for the purchase of Products and/or Services and the Purchaser reserves the right to purchase any products or services (whether or not comparable or similar to the Products and/or Services) from third parties in its absolute discretion, nor (ii) any commitment by the Purchaser to purchase any minimum volumes of Products and/or Services from the Supplier.

**4. Passing of Title and Risk in Products.** Without prejudice to any rights of rejection of the Purchaser, risk and title to the Products shall pass to the Purchaser upon completion of delivery of Products at the Delivery Location, unless Incoterms are specified in the Purchase Order in which case risk shall pass in accordance with the agreed Incoterms and title shall pass at the same time. The Supplier undertakes to provide the Purchaser with such document(s) satisfactory to the Purchaser evidencing such transfer of title on delivery. Any clause, reference or indication pursuant to which Supplier purports to retain any ownership of or title to the Products shall be void and without effect.

#### **5. Inspection, Acceptance and Remedies**

5.1. Purchaser shall be entitled to inspect and test the Products and/or Services. Any defective or non-compliant Products and/or Services may be rejected by the Purchaser even after previous acceptance.

5.2. If Purchaser determines that Products and/or Services do not comply with the terms of the Agreement, then without prejudice to Purchaser's other rights or remedies and whether or not it has accepted the Products and/or Services, Purchaser may, at its sole discretion, exercise one or more of the following rights and remedies:

- (i) to require the Supplier, at Supplier's cost and expense, to promptly repair or replace any or all rejected Products and/or re-perform the rejected Services;
- (ii) to reject the Products and/or Services (in whole or in part) and return the Products to the Supplier at the Supplier' own risk, cost and expense, suspend all payment obligations immediately and require a full refund of the price paid for all rejected Products and/or Services. Rejected Products shall be collected by the Supplier at its own risk and expense. Any costs or expenses incurred by the Purchaser (including but not limited to storage, transportation or disposal costs) shall be reimbursed by Supplier to Purchaser on demand;
- (iii) to refuse accepting any subsequent delivery of the Products and/or Services which the Supplier attempts to make;
- (iv) in the case of incorrect delivery, to require the Supplier to promptly reimburse the Purchaser any cost or expense (including but not limited to freight, clearance, duty and storage charges) incurred by the Purchaser relating to such incorrect delivery;
- (v) to purchase the Products and/or Services from a third party and require the Supplier to pay, on demand, any loss, damage, costs or expenses incurred by the Purchaser. If the Products are rejected, Supplier shall collect them at its own risk, cost and expense, and reimburse to the Purchaser, on demand, any cost or expense incurred by the Purchaser in storing, transporting or disposing the rejected Products; and /or
- (vi) to claim damages, loss, costs, expenses and legal fees incurred by the Purchaser which are in any way attributable to the Supplier.

5.3. The terms of the Agreement shall apply to any re-performed Services, repaired or replaced Products supplied by the Supplier.

5.4. The Supplier shall, upon prior written notice given by Purchaser, permit the Purchaser (or its authorised representatives) to audit and inspect Supplier's relevant premises, facilities, equipment, books and records stored in any media, to ensure Supplier's compliance with the terms of this Agreement to the Purchaser's reasonable satisfaction.

#### **6. Price, Invoicing and Payment Terms**

6.1. Purchaser shall pay Supplier the price specified in the relevant Purchase Order ("**Price**"). Price (which shall be fixed) shall include all taxes, insurance, costs of packaging, shipping, lifting, handling services, delivery, custom duties tariffs and any other costs, unless otherwise specified in the Purchase Order. Purchaser may withhold (or cause to be withheld) from any amounts due pursuant to the Purchase Order such withholding taxes required pursuant to any applicable Laws. No increase in Price (whatever the cause may be) may be made by the Supplier without the prior written consent of the Purchaser.

6.2. Unless otherwise specified in the Purchase Order or required under applicable Laws, Supplier shall issue invoice(s) to the Purchaser after delivery of the Products and/or Services and undisputed invoices shall be paid within the payment term agreed between the Parties and set out in the Purchase Order, subject to any applicable discounts or deductions.

6.3. Without prejudice to its other rights and remedies, Purchaser may (i) withhold any sum due to Supplier in a disputed invoice; (ii) set-off any amounts payable by the Supplier to the Purchaser against amounts due to the Supplier under any Purchase Order; and/or (iii) suspend payment to the Supplier in the event of any breach by the Supplier under this Agreement.

#### **7. Termination**

7.1. Without prejudice to any other rights and remedies of the Purchaser under this Agreement, Purchaser may, at its sole discretion, terminate the Agreement (in whole or in part) immediately upon written notice to Supplier, in the event of (i) any default, delay or breach of its obligations or warranties under the Agreement by the Supplier or (ii) if the Supplier becomes the subject of any bankruptcy, insolvency or similar proceedings if so allowed under the Governing Law.

7.2. Notwithstanding any provision in the Agreement, Purchaser may also terminate the Agreement for convenience (in whole or in part) at any time by providing fourteen (14) days' prior written notice to the Supplier, without any penalty, liability or further obligation. In the event of such termination, Supplier shall comply with all directions given by the Purchaser in the termination notice (including but not limited to executing any Purchase Order(s) in whole or in part as directed by the Purchaser) and the Purchaser shall pay all undisputed amounts in accordance with the Agreement for Products and/or Services duly delivered by the Supplier until the termination date. With respect to delivery of Products and/or performance of Services which have commenced at the time of the Purchaser's termination notice but cannot be reasonably completed by the effective termination date, the Purchaser shall pay such pro-rated amount for the part of the Products and/or Services duly delivered.

7.3. Within seven (7) days from the termination date of the Agreement for any reason, the Supplier shall (at its cost and expense in case of breach of its obligations under this Agreement) at the Purchaser's request, (i) deliver to the Purchaser (or such other party as Purchaser shall direct) all Products in its possession which comply with the Agreement, (ii) provide to the Purchaser all information or documents obtained by the Supplier in the performance of its obligations under the Agreement, and (iii) return or destroy, at Purchaser' sole discretion, all documents containing IPR, technical or commercial data or information, manufacturing process or such confidential document or information relating to the Products and/or Services and supplied by Purchaser to Supplier.

**8. Cybersecurity and Data Protection.** Where Supplier has access to or use Purchaser's systems, Supplier shall maintain robust cybersecurity measures and response plans acceptable to the Purchaser. Any cybersecurity incidents shall be immediately reported to the Purchaser. Where the Supplier's performance of its obligations under the Agreement involves handling of Personal Data, Supplier shall (i) comply with all applicable Data Protection Laws, (ii) ensure that the use of Personal Data is solely for its performance of obligations under the Agreement, (iii) implement robust security measures, and (iv) not retain Personal Data beyond timeframes prescribed by applicable Data Protection Laws. The Supplier shall indemnify and hold harmless the Purchaser, its Affiliates and their Personnel, from and against all loss, damages, fines, penalties, costs and expenses incurred or suffered as a result of or in connection with Supplier's breach of applicable Data Protection Laws.

**9. Warranties.** The Supplier represents and warrants that:

9.1. The Products and any parts thereof and all packaging are: (i) in full compliance with the Specifications, the Purchase Order and the Purchaser Policies (as defined herein); (ii) supplied with full title guarantee and free from any charges, liens or other encumbrances; (iii) safe and shall be in every respect fit any purpose for which they are purchased or as expressly or impliedly made known by the Purchaser to the Supplier; (iv) of merchantable quality and free from latent and patent defects in design, material, workmanship and performance; (v) properly packed, secured and labelled in such a manner so as to reach their ultimate destination in good condition and with appropriate protection to be able to withstand changes in climate, temperature and humidity and (vi) in full compliance with all applicable Laws.

9.2. The Services shall be provided: (i) in accordance with all Specifications, Purchase Order and Purchaser Policies; (ii) with due care and skill in

accordance with this Agreement; (iii) in a competent, professional and diligent manner by appropriately qualified and trained persons possessing suitable skills and experience; (iv) in conformity with the standards of care employed by leading vendors in the services industry for projects of similar nature and scope; and (v) in full compliance with all applicable Laws.

- 9.3. The Products, Services and the Deliverables (defined below) (and the IPR therein) and any resulting work product of the same will not infringe/violate and/or misappropriate IPR of any third party. The Supplier shall immediately provide notice to Purchaser of any third-party claim or action as they arise.
- 9.4. The Products and/or Services comprising any computer hardware or software: (i) are free from viruses, defects, disabling codes, software routines or hardware components designed to permit (either automatically or through externally applied controls) unauthorised access or allow the Products to be disabled, have content erased, or otherwise be harmed (collectively, "**Contaminants**"), have been duly tested to ensure that there are no such Contaminants, and are subject to recognised and appropriate release procedures including the latest version of a proprietary virus detection software package approved by the Purchaser, and the Supplier shall procure that corresponding obligations are imposed with its sub-contractors or agents; (ii) have been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme, and do not include any open source, freeware or shareware (unless otherwise agreed in writing in advance by the Purchaser); (iii) will comply and function substantially in accordance with the Specifications; and (iv) will not be adversely affected by any changes caused by the advent of a particular calendar date.
- 9.5. All licenses, registrations, permissions, consents, and approvals that are necessary for the Supplier to deliver the Products, Services, and Deliverables under this Agreement are maintained and complied with.
- 9.6. All requirements, standards, quality assurance programs, operating procedures and policies as notified or updated by the Purchaser from time to time in relation to the Supplier's obligations under this Agreement have been complied with.
- 9.7. All information and data provided in relation to the Products and/or Services are true and accurate.

## 10. Compliance with Laws

10.1. Supplier warrants that it has strictly complied with, and undertakes that it shall, and shall procure any person or entity acting on its behalf to, strictly comply with:

- (a) all applicable Laws relating to the Products, Services, Deliverables and Supplier's obligations under the Agreement;
- (b) all applicable Laws, standards and principles relating to anti-bribery, anti-corruption, money laundering and terrorism;
- (c) all applicable Laws relating to prevention of slavery, forced or compulsory labour, child labour, servitude, human trafficking, discrimination, or violation of human rights;
- (d) all applicable Laws relating to tax, labour, health, safety and environment;
- (e) all Data Protection Laws;
- (f) all applicable Laws relating to trade, customs, export and import clearance and to provide the Purchaser with all necessary documents, information and assistance to ensure compliance with all ancillary requirements;
- (g) all applicable Laws relating to economic sanctions, embargoes, export and import controls, or trade restrictions; and
- (h) the Suntory Group Supplier Guidelines ([https://www.suntorybeverageandfood.sg/wp-content/uploads/2020/01/guideline\\_2017e\\_0706.pdf](https://www.suntorybeverageandfood.sg/wp-content/uploads/2020/01/guideline_2017e_0706.pdf)), Suntory Global Anti-Corruption Policy and such other standards, policies, procedures and guidelines notified by the Purchaser from time to time (together, "**Purchaser Policies**").

10.2. The Purchaser (or its authorised representatives) shall have the right at any time to audit the Supplier's compliance with the obligations set out in this Clause 10. In connection with any such audit, the Supplier shall grant the Purchaser free access to audit at any time the sites and premises of the Supplier. In the event of any breach by the Supplier of this Clause 10, the Purchaser shall be entitled, without prejudice to any

other rights and remedies of the Purchaser under this Agreement, to terminate the Agreement with immediate effect.

**11. Health and Safety.** The Supplier shall ensure that all Products and/or Services supplied under this Agreement are without risk to the health and safety of any persons acting on Supplier's behalf in supplying Products and/or Services or carrying out any other reasonably foreseeable activity in relation to the Products and/or Services at the Purchaser's site or workplace. The Supplier shall provide Purchaser with adequate information (if applicable) about any hazardous or harmful properties of any Products and/or conditions necessary to ensure the Products are without risk to the health and safety of any person. The Supplier shall, and shall ensure that its employees and those of any agent and/or sub-contractor shall, when working on any site or premises in connection with the Agreement, comply with all relevant environmental, occupational health and safety Laws and any other appropriate standards, policies and procedures notified by the Purchaser from time to time.

**12. Intellectual Property.** All IPR belonging to a Party prior to the execution of this Agreement shall remain vested in and belong exclusively to that Party. Nothing in this Agreement shall be taken to be a transfer or assignment of or an agreement to transfer or assign any of the Purchaser's IPR to the Supplier. All rights, title and interest (including all IPR) in and to any documents, images, text, content, reports, specifications, databases, data, software (in source or object code form), processes and other materials (whether existing in a tangible or intangible form or format) created for the Purchaser by the Supplier on the basis of the Specifications, of any other information provided by the Purchaser or created as a result of or in connection with this Agreement ("**Deliverables**") shall vest absolutely in the Purchaser upon creation. If the Deliverables include the Supplier's prior existing IPR ("**Supplier IPR**"), the Supplier hereby grants to the Purchaser and its Affiliates, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable license to use the Supplier IPR with a right to copy, maintain, support, modify, enhance or develop, Supplier IPR, including but not limited to the Purchaser obtaining the benefit of the Deliverables, for utilising the Deliverables. Supplier will not incorporate into the Deliverables, any product, software, or other materials for which the IPR are not owned solely by Supplier ("**Third Party Materials**") without the express written approval of the Purchaser. If the Purchaser approves the use of any Third-Party Materials, it shall be the responsibility of the Supplier to obtain the necessary licenses or approvals for the Purchaser to use such Third-Party Materials in relation to the Deliverables according to the scope approved by the Purchaser.

**13. Confidentiality.** The Supplier shall (i) keep all Confidential Information (as defined herein) confidential and safeguard it with the same reasonable security precautions as it takes to safeguard its own confidential information, (ii) not use Confidential Information for any purposes other than to perform its obligations under the Agreement, (iii) not, without the prior written consent of the Purchaser and only after obtaining a written confidentiality undertaking from the intended receiving third party, disclose any Confidential Information to any third party, (iv) restrict access to Confidential Information only to its Personnel who need to know it for the purposes of performing obligations under this Agreement and ensure that such Personnel are bound by the same obligations of confidentiality herein, (v) promptly notify the Purchaser in writing as soon as reasonably practicable upon becoming aware of any unauthorised disclosure of Confidential Information and take any and all steps to mitigate further damages from the breach. For the avoidance of doubt, nothing in this Agreement shall restrict or prevent the Purchaser from disclosing the existence, nature and/or contents of this Agreement or any related information to its Affiliates. "**Confidential Information**" means any and all information which has been disclosed prior to, or may be disclosed from, the date of the Purchase Order by the Purchaser, its Affiliates and/or Personnel, to the Supplier, its Affiliates and/or Personnel, whether verbally, electronically, visually, in writing or other tangible form, or discovered or gathered by any means by any Personnel of the Supplier in the course of the Agreement, which is either identified or by its nature reasonably understood to be confidential or proprietary, including but not limited to all information of whatever nature and form relating to the Purchaser and/or its Affiliates, including but not limited to company organisation or structure, personnel, Personal Data, product information, product formulation, sales information, research data, business opportunities, marketing plans, purchasing and distribution activities and/or operations, information technology, procedures and methodologies, financial information, business plans, business forecasts, plans and targets, inspection of equipment, materials, processes, existence and terms of the Agreement, existence and contents of discussions between the Parties related to the Agreement, environmental, climate, social or sustainability governance or compliance data (including processes, measures and data) relating to the Purchaser, its Affiliates and/or its supply chain.

**14. Indemnification and Liability.** Without prejudice to the Purchaser's other rights or remedies, the Supplier shall fully indemnify and hold harmless the Purchaser, its Affiliates, and its Personnel from and against any and all

losses, claims, including third party claims, cost, damage or expense, fines, amounts paid in settlement, and reasonable legal fees and expenses, arising out of or in connection with any (i) Supplier's breach of any provision of the Agreement, (ii) third party product liability claim or recall attributable to Supplier, (iii) negligence, bad faith, intentional or wilful misconduct of the Supplier, its Personnel or subcontractors, (iv) errors or omissions in any samples, mock-ups, drawings, calculations, documents, packaging details or other particulars supplied by the Supplier, whether such information has been approved by the Purchaser or not, modification, cancellation or incomplete performance by the Supplier of any Purchase Order, (v) bodily injury, death or damage to property or environment arising out of or relating to any act or omission of the Supplier, its Personnel or subcontractors, (vi) breach of any warranty under this Agreement, (vii) actual or alleged infringement of IPR of any third party (including without limitation patent, trademark, trade secret or copyright rights), (viii) breach of any confidentiality obligation under this Agreement, (ix) provision of inaccurate or incomplete information by the Supplier relating to the Products and/or Services, (x) delay in delivery of the Products and/or Services, (xi) delivery of Products and/or Services that do not conform to the instructions or requirements of the Purchaser, and/or (xii) provision of any Products and/or Services which are not in compliance with health, safety and environmental requirements and which render the Products and/or Services unsafe. The Purchaser shall not be liable to the Supplier for any indirect or consequential losses, loss of profits, penalties, special, punitive, incidental, or consequential damages. The Purchaser's total aggregate liability to the Supplier under the Agreement shall not exceed the costs paid to the Supplier by the Purchaser in respect of the Products and/or Services set out in the Purchase Order. Notwithstanding the foregoing, nothing in this Agreement will operate to exclude or restrict any liability of a Party that cannot be excluded or limited under applicable Laws.

**15. Independent Contractor Status.** The Parties are independent contractors with respect to each other and nothing in this Agreement will be construed to place the Parties in the relationship of partners, joint ventures, fiduciaries, agents or any employer and employee relationship. Neither Party is granted any right or any authority to assume or to create an obligation or to bind the other Party.

**16. Sanctions.** Purchaser shall be entitled (without payment of compensation or other damages) to terminate or suspend this Agreement immediately upon written notice to the Supplier in the event:

- (a) the Supplier or any individual, entity or organisation holding any ownership interest in the Supplier or any officer or director of the Supplier is determined at any time to be an individual, entity, or organisation (i) with whom the Purchaser is prohibited from dealing with by any Laws, or (ii) that is listed in one or more databases maintained by an Authority or under applicable Laws as a high risk party; or
- (b) payment or receipt of the Products and/or Services would cause the Purchaser to be in violation of applicable Laws.

Where the Purchaser is entitled to exercise any right under Clauses 16(a) or (b) above, it shall not be required to make any payment to the Supplier for as long as such payment would, if made, place Purchaser in violation of applicable Laws.

**17. Notices.** All notices relating to the Agreement shall be in writing and deemed validly delivered (i) if personally delivered, at the time of delivery, (ii) if sent by pre-paid certified post or recorded delivery, three (3) days after posting, (iii) if sent by commercial courier service, at the time the courier's delivery receipt is signed, or (iv) if sent by e-mail, at the time of creation of a notice of successful delivery provided no automated notification of non-delivery, rejection by the recipient's e-mail server or similar message is received. The address for service of notices shall be as stated in the Purchase Order and email shall be as informed in writing to the other Party.

**18. Assignment and Sub-contracting.** The Supplier shall not assign or attempt to assign or otherwise transfer or subcontract any right or obligation under the Agreement without the prior written consent of the Purchaser. Any delegation, assignment, transfer or sub-contract made or attempted without such prior consent shall be null and void and shall constitute a breach of the Agreement. In the event the Supplier is permitted to assign or subcontract any part of the Agreement, the Supplier shall (a) remain primarily liable to the Purchaser for the performance of the Supplier's obligations hereunder, and (b) be responsible for payment to its subcontractors and for compliance with all applicable Laws. The Purchaser is entitled, without restriction, to delegate, subcontract, transfer or assign without the prior written consent of the Supplier.

**19. Entire Agreement and Severability.** Except otherwise provided herein, the Agreement constitute the entire agreement and understanding between the Parties and supersedes any previous written or oral agreement or understanding between the Parties in relation to the supply of the Products and/or Services. If any provision of the Agreement is held to be invalid, illegal

or unenforceable, it shall be severed, and the remainder of the Agreement shall remain in full force and effect.

**20. Survival.** The completion or termination of the Agreement will not affect any provision herein which by their nature survives termination or expiration, including but not limited to the provisions that deal with the following subject matters: passing of title and risk, termination, cybersecurity and data protection, intellectual property, warranties, compliance with laws, health and safety, confidentiality, indemnification and liability, employment liabilities, notices, governing law and dispute resolution.

**21. Governing Law and Dispute Resolution.** The Agreement (including any related non-contractual claims or disputes) shall be construed in accordance with the laws of the country (or state or city, where applicable) where the Purchaser's principal place of business is located, excluding its conflict of laws principles ("**Governing Law**"). Any dispute, controversies or claims which may arise among the Parties out of or in connection with this Agreement (including any related non-contractual disputes or claims) shall be amicably and promptly settled upon consultation between the Parties. If no amicable settlement is promptly reached between the Parties, all disputes shall be submitted to the exclusive jurisdiction of the courts in the country (or state or city, where applicable) where the principal place of business of the Purchaser is located. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

**22. Force Majeure.** If any unforeseen circumstances or event outside the control of the Purchaser, such as war, embargo, trade sanctions, civil arrest, quota restrictions, natural disaster or change in Laws, render it impossible or impractical for the Purchaser to proceed with the Purchase Order or to meet any obligation under this Agreement, the Purchaser may cancel delivery of any Products and/or Services or part thereof under this Purchase Order, without any penalty or payment of damages.

**23. Insurance.** Without limiting any other obligation or liability of the Supplier, if requested by the Purchaser, the Supplier upon execution of Purchase Order and/or throughout its entire effective period (as the case may be), shall at its own cost and arrangement, purchase and maintain the insurance appropriate and commensurate with the risks generated by its operations or obligations hereunder to cover minimum amount of insurance coverage as required by the local authorities or applicable Laws and in accordance with conditions and requirements not less than those specified and instructed by the Purchaser.

**24. Publicity.** The Supplier shall not provide any public comment, publicise, print, promote or use the names or logos of the Purchaser without the express written approval of the Purchaser.