

SEFE MARKETING & TRADING LIMITED GROUP TERMS AND CONDITIONS

1. Definitions **Affiliates:** in relation to the Buyer, means any Entity Controlled, directly or indirectly, any Entity that Controls, directly or indirectly or any Entity directly or indirectly under common Control; **Buyer:** SEFE Marketing & Trading Limited ("the Buyer") and/or any of its Affiliates

Buyer Materials: all documents, information, items and materials, equipment and tools, drawings, specifications and data in any form (whether owned by the Buyer or a third party), which are provided by the Buyer to the Supplier in connection with the Services.

Control: ownership of more than 50% of the voting power or Entity and "Controlled" or "Controlling" shall be construed accordingly.

Entity: an individual, body corporate, partnership, government or state or division thereof, government or state agency, or such other entity as the context may require.

Terms: these terms and conditions together with the terms of any applicable Purchase Order.

Goods: the goods (or any part of them), including any specification for the Goods, as set out in the Purchase Order.

Intellectual Property Rights: all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

Purchase Order: the Buyer's standard purchase order form that describes the Goods and/or Services to be provided by the Supplier and which provides a maximum value payable by the Buyer to the Supplier.

Security Measures: the security measures as provided for in Appendix A

Services: the services, including any deliverables, to be provided by the Supplier, including the description or specification for Services, as set out in Purchase Order.

Supplier: the person or firm who supplies Goods and/or Services to the Buyer.

Supplier Materials: all documents (including but not limited to any reports), information, items and materials, equipment and tools, drawings, specifications and data in any form (whether owned by the Supplier or a third party), which are provided by the Supplier to the Buyer in connection with the Services.

2. General

2.1 These Terms shall apply to all contracts for the supply of Goods and/or Services by the Supplier pursuant to the Purchase Order.

2.2 Where the parties agreed that the Supplier shall supply Goods and/or Services, the Goods and/or Services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms.

2.3 No changes or variations to these Terms or any Purchase Order shall be effective unless agreed in writing between the parties.

2.4 These Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 These Terms provide for single orders for services, goods or goods and services, should the parties subsequently enter into a framework agreement for subsequent purchases, such contractual agreement will govern that arrangement and supersede these Terms.

3. Charges and payment

3.1 The price and any taxes and expenses for the Goods and/or Services shall be as specified in the Purchase Order.

3.2 An invoice shall be produced by the Supplier to the Buyer in accordance with the terms set out in the Purchase Order. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including the relevant purchase order number. Any incorrectly rendered invoices shall be rejected by the Buyer. the Buyer shall pay for the Goods and/or Services 30 days after a correctly rendered invoice is received. In no circumstances shall time be of the essence in respect of such payments.

3.3 the Buyer shall not be responsible for any expenses, charges or price other than those set out in the Purchase Order.

3.4 In the event of a late payment by the Buyer, the Supplier shall be entitled to charge the Buyer interest at the rate of 1% per annum above the base rate of the Bank of England, from the date when payment becomes due until the date of payment.

3.5 If the parties agree that the Supplier is to provide further Goods and/or Services in addition to those specified in the Purchase Order, then such agreement will be reflected in a further Purchase Order, which shall be deemed incorporated into this Contract.

3.6 the Buyer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Buyer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

3.7 Once a Purchase Order has been agreed by the Buyer, the price for Goods and/or Services shall be fixed.

4. Warranty

4.1 The Supplier warrants and guarantees that all Goods and materials supplied under this Contract shall be free from any defects, patent or latent, in material and workmanship, conform to applicable specifications and drawings and, to the extent that detailed designs were not provided to the Buyer, will be free from design defects and

in every aspect suitable for the purposes intended the Buyer as to which the Supplier hereby acknowledges that it has had due notice. The approval by the Buyer of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this clause.

4.2 The Supplier's obligations under this clause shall extend to any defect or non-conformity arising or manifesting itself within the manufacturer's warranty period from delivery.

4.3 Where there is a breach of the warranty contained in this clause by the Supplier, the Buyer, without thereby waiving any rights or remedies otherwise provided by law and/or elsewhere in this Contract, may require the Supplier to repair or replace the defective Goods at the Supplier's risk and expense or repay the price or part of the price relating to the defect to the Buyer.

4.4 Items repaired or replaced shall be subject to these Terms in the same manner as those originally delivered under this Contract. If the Supplier refuses or fails promptly to repair or replace items when requested under this provision the Buyer may itself, or through an agent or sub-contractor, or otherwise, repair or replace any item itself and the Supplier agrees to reimburse the Buyer for any costs or expenses incurred.

5. Supply of Goods

5.1 The Supplier warrants, represents and undertakes that the Goods shall:

- (a) correspond with their description and any applicable specification of the Goods;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

6. Delivery of Goods

6.1 The Supplier shall ensure that delivery of the Goods shall be made to such a location as the Buyer shall direct; and at any time for delivery as agreed between the parties, shall be of the essence of the Contract and the Buyer shall be entitled to cancel (without notice) the whole or any part of this Contract if this clause is not complied with by the Supplier;

6.2 Where the Buyer cancels the whole or part of the Contract in accordance with this clause:

- (a) all sums payable by the Buyer shall cease to become payable;
- (b) all sums paid by the Buyer shall be repaid by the Supplier immediately; and
- (c) the Buyer shall be entitled to recover damages from the Supplier for any loss caused as a result of the Supplier's failure to deliver the Goods and/or as a result of the cancellation of the whole or part of the Contract;

6.3 The Supplier warrants that it has good title to the Goods and that it will transfer such title as it may have in the Goods to the Buyer pursuant to clause 6.4.

6.4 Title in the Goods shall pass to the Buyer when the Goods are unconditionally appropriated (by either party or by or with the consent of the other party) to the Contract, or on delivery to the Buyer, whichever happens first.

6.5 The Goods will be and shall remain at the Supplier's risk until such time as they are delivered to the Buyer (or at his direction) and are found to be in accordance with the requirements of the Contract.

6.6 The Buyer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. Inspection of Goods

7.1 the Buyer shall inspect the Goods on delivery.

7.2 Where Goods are damaged the Buyer shall notify the Supplier. the Buyer may reject the damaged Goods and the following provisions shall apply:

- (a) the Supplier shall collect the damaged Goods from the Buyer at the Supplier's expense;
- (b) during the period between delivery of the Goods to the Buyer and collection by the Supplier, the Buyer shall not be liable for any loss or further damage caused to the damaged Goods;
- (c) all sums payable by the Buyer in relation to the damaged Goods shall cease to become payable;
- (d) all sums paid by the Buyer in relation to the damaged Goods shall be repaid by the Supplier immediately;
- (e) the Buyer shall be entitled to claim damages from the Supplier for any losses caused to the Buyer as a result of the Goods being damaged.
- (f) Where there are shortages in the order the Buyer shall notify the Supplier and the following provisions shall apply:
 - (g) all sums payable by the Buyer in relation to the missing Goods shall cease to become payable;
 - (h) all sums paid by the Buyer in relation to the missing Goods shall be repaid by the Supplier immediately;
 - (i) the Buyer shall be entitled to claim damages from the Supplier for any losses caused to the Buyer as a result of the shortages.

7.3 If the Buyer so requests, the Supplier shall immediately replace damaged Goods or supply Goods which are missing at the Supplier's expense or the Buyer shall be entitled to cancel, without notice, the whole or any unexpected part of the order and the rights referred to in clause 4.2 shall apply.

7.4 Where there is an excess of Goods in relation to the order the Buyer may reject the goods by notice in writing by the Supplier and the following provisions shall apply:

- (a) The Supplier shall collect the excess Goods from the Buyer at the Supplier's expense;
- (b) During the period between delivery of the Goods and collection by the Supplier, the Buyer shall not be liable for any loss or damage to the Goods;
- (c) No sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to the Buyer immediately.

7.5 the Buyer may accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by the Buyer.

7.6 The Supplier shall repair or replace free of charge, Goods damaged or lost in transit upon receiving notice to that effect from the Buyer.

7.7 the Buyer's signature on any delivery note of the Supplier is evidence of the number of packages received only and not evidence of the correct quantity of Goods received or that the Goods are in a good condition or of the correct quality.

8. Supply of Services

8.1 The Supplier warrants, represents and undertakes that:

- (a) perform the Services with the best care, skill and diligence in accordance with best practice in its industry, profession or trade ("Best Industry Practice"); (b) use personnel who are suitably skilled and experienced and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with Best Industry Practice;
- (c) ensure that the Services will conform with all descriptions, standards and specifications, and that the deliverables shall be fit for any purpose that the Buyer expressly or impliedly makes known to the Supplier;
- (d) the Services will not in any way infringe or violate any Intellectual Property Rights, trade secrets or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties; (e) has full capacity and authority to enter this Contract and that it has or will obtain and at all times maintain all licences and consents which may be required to carry out its obligations under the Contract;
- (f) the Supplier shall provide the Buyer with such progress reports, evidence or other information concerning the Services as may be requested by the Buyer from time to time;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises and the Supplier agrees to indemnify and keep indemnified the Buyer from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to the Buyer or any third party by the personnel of the Supplier.

9. Indemnity

9.1 The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Buyer arising out of or in connection with:

- (a) any claim made against the Buyer 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 (excluding the Buyer Materials);
- (b) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the deliverables; and
- (c) any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

10. Intellectual property rights

10.1 Subject to clause 10.2 below, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier, and the Supplier shall do all that is reasonably necessary to ensure that such rights vest in the Buyer by the execution of appropriate instruments or the making of agreements with third parties.

10.2 All Buyer Materials are the exclusive property of the Buyer.

10.3 The Supplier grants to the Buyer, or shall procure the direct grant to the Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Purchase Order to copy or modify the Supplier Materials.

11. Insurance

11.1 It shall be the duty of the Supplier at all times to maintain a contract of insurance over the Goods and, on request from the Buyer, to assign to the Buyer the benefits of such insurance.

11.2 The Supplier shall be responsible for maintaining insurance policies in connection with the provision of Services as may be appropriate or as the Buyer may require from time to time.

12. Confidentiality

12.1 The Supplier shall not at any time disclose any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the Buyer ("Confidential Information"), except as permitted by clause 12.2 below.

12.2 The Supplier may disclose Confidential Information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under the Contract.

The Supplier shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses Confidential Information comply with this clause; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 The Supplier shall not use the Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Termination

13.1 the Buyer may terminate the Contract for any reason by providing 15 days' prior written notice to the Supplier.

13.2 the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier:

- (a) commits any material breach or persistent breach of the Contract;
- (b) passes a resolution for winding up (other than in relation to a solvent amalgamation or restructuring), or court of a competent jurisdiction makes an order to that effect;
- (c) fails to or refuses after written warning to procure that the Supplier personnel provide the Goods and/or Services required of them in accordance with the Contract; (d) ceases to carry on its business or substantially the whole of its business; or (e) declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

14. Force majeure

the Buyer shall not be in breach or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, and the Buyer shall be entitled to a reasonable extension of its obligations.

15. Security Measures.

The Supplier shall comply with the Security Measures as provided for at Appendix A.

16. Data Protection

16.1 The Buyer and the Supplier acknowledge that for the purposes of Data Protection Legislation, the Buyer is the Data Controller, and the Supplier is the Data Processor.

16.2 The Buyer and the Seller will comply with all applicable Data Protection Legislation.

16.3 The Supplier shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Buyer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- (a) pseudonymising and encrypting personal data;
 - (b) ensuring confidentiality, integrity, availability and resilience of its systems and services; and
 - (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident.
- 16.4 The Supplier will assist the Buyer to fulfil their obligation to respond to Data Subject Requests. The Supplier shall promptly (within 24hrs or receiving a request) notify the Buyer of such a request and ensure that they (The Supplier) do not respond to any Data Subject Request except on the written instruction of the Buyer or as required by applicable laws.

16.5 The Supplier will notify the Buyer without undue delay upon becoming aware of a Personal Data Breach and provide the Buyer with sufficient information to allow the Buyer to meet its obligations under applicable Data Protection legislation so that the Buyer can determine whether they are required to: report the breach to its stakeholders; and/or report the breach to the relevant Supervisory Authority. In addition to this, The Supplier will cooperate with the Buyer to take reasonable steps as may be directed by the Buyer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

16.6 Following the termination of this agreement, The Supplier shall immediately stop processing the Buyer's Personal Data for any other purposes. The Lessor shall either delete or return the Lessee Personal Data unless it can demonstrate that other applicable laws prevent such actions.

17. General

17.1 **Assignment.** The Supplier shall not assign its rights and obligations or delegates its duties under the Contract without the prior written consent of the Buyer. The Buyer may assign a Contract to our Affiliate(s).

17.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Buyer. If the Buyer consents, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

17.3 Notices.

(a) Any notice given under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);

(b) Any notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address; or if sent by pre-paid first-class post or other next working day delivery services, at 9.00 am on the second Business Day after posting.

17.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

17.5 **Waiver.** No failure by the Buyer to enforce any of these Terms shall constitute a waiver of its rights hereunder.

17.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17.7 **Status.** Neither the Supplier nor their personnel have the authority to act as agent for the Buyer or to contract on the Buyer's behalf. The Supplier's personnel shall not be deemed to be employed or otherwise engaged by the Buyer.

17.8 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

17.9 **Affiliates.** Each of our Affiliates will be entitled to enforce in their own capacity the terms of any Contract under which that Affiliate receives a benefit and we shall also be entitled to enforce such terms on their behalf, in each case subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

17.10 **Third party rights.** Save as provided in clause 17.9 above, nothing in this Contract shall infer any rights on any third parties.

Governing law. The Contract, and any dispute or claim (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English courts.

Appendix A: Security Measures