

These general terms and conditions of sale ("GTCS") are the only terms that apply to any purchase order ("PO" together with the GTCS, this "Agreement") placed by an entity ("Buyer") to **MERSEN UK Teesside Ltd.** having its registered address at Boltby Way, Durham Lane Industrial Park, Eaglescliffe, Stockton-on-Tees, Cleveland, TS16 0RH, UK ("Mersen") for the provision of Mersen's products, equipment, systems, and parts (individually and collectively, "Goods") and/or services, such as repair services, field services, and engineering services ("Service(s)"). Buyer and Mersen are referred to herein individually as "Party" and collectively as "Parties".

1. OTHER TERMS AND CONDITIONS

1.1 **ANY ADDITIONAL OR CONTRADICTIONARY TERMS OR CONDITIONS OF BUYER SHALL NOT APPLY, UNLESS EXPRESSLY AGREED IN WRITING BY BOTH PARTIES. MERSEN'S ACCEPTANCE OF A PO SHALL NOT BE DEEMED AS AN ACCEPTANCE OF ANY ADDITIONAL OR CONTRADICTIONARY TERMS OR CONDITIONS OF BUYER INCLUDED UNDER THE PO OR OTHERWISE.**

1.2 **PRIOR PRACTICES AND COURSES OF DEALING OR USAGE OF TRADE SHALL NOT CHANGE, ADD TO OR DEDUCT FROM THE PROVISIONS STATED HEREIN.**

2. ORDER AND ACCEPTANCE

2.1 Buyer shall place a PO by any agreed written means. In addition to any mandatory information, Buyer shall indicate in the PO (i) Mersen's reference for the Goods and/or Services, (ii) the Goods' quantity, delivery date, and International Commercial Terms Ed. 2010 (the "INCOTERMS"), and (iii) prices and payment terms.

2.2 For any PO of less than EUR200 or equivalent, Mersen reserves the right to either reject such PO or to charge for supplementary costs (including, but not limited to, logistics costs, transportation costs).

2.3 Mersen shall be bound by a PO only upon occurrence of the earlier of (i) Mersen's express written acceptance of the PO, which shall be made in a timely manner or (ii) the performance by Mersen of any activity associated with the delivery of the Goods and/or Services by Mersen.

2.4 The cancellation before shipment of any PO which has been confirmed by Mersen shall be subject to Mersen's prior written approval. For engineered-to-order Goods, the cancellation will be subject to the terms stated in Sections 13.2 and 13.3 of these GTCS.

3. SHIPMENT, RISK OF LOSS, AND DELIVERY

3.1 Mersen shall use reasonable efforts to meet any performance dates to render services specified in the PO and any such dates shall be estimates.

3.2 Goods shall be delivered or made available to Buyer according to the applicable INCOTERMS and the agreed delivery place. Risk of loss or damage will pass to Buyer according to the applicable INCOTERMS.

3.3 Delivery of quantities that differ from the quantity specified on the PO shall not relieve Buyer from its obligation to accept delivery of the Goods as well as the balance of the PO, as applicable.

3.4 Mersen may from time to time change the Services without consent of Buyer provided such changes do not materially affect the nature or scope of the Services, or the fees or performance dates set forth in the PO.

3.5 Changes in delivery schedules, special shipping or packaging, handling conditions requested by Buyer are subject to price adjustment. If Buyer requests that delivery be postponed, the Goods may be stored at Buyer's expense and risk.

3.6 **MERSEN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR PENALTY FOR DELAY IN SHIPMENT, DELIVERY OF GOODS OR PERFORMANCE OF SERVICES OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY.**

4. INSPECTION

4.1 Buyer shall within five (5) days of receipt (i) carefully inspect the Goods against any non-conformity to the PO such as erroneous Goods, quantity (if applicable), or apparent defects, (ii) notify the carrier and Mersen in writing of any non-conforming Goods.

4.2 Subject to Section 4.1, Buyer's inspection and/or acceptance tests shall not exceed the inspection and/or test procedures customary in the industry for the Goods furnished and are at Buyer's expense.

4.3 If Mersen elects that the Buyer may return the Goods in accordance with Section 6.3, Buyer shall request a return material authorisation and return the Goods in the original shipping packaging and all packing materials.

4.4 Unless an extended warranty applies to the Goods under Section 6, if Mersen is not notified in relation to any non-conforming Goods in accordance with Section 4.1 the Goods will be deemed to be in

accordance with this Agreement and Buyer must pay the price of the Goods.

5. PRICE, PAYMENT, AND RETENTION OF TITLE

5.1 Price.

5.1.1 The price of Goods and/or Services is the one offered by Mersen to Buyer for the sale of the Goods and/or the provision of the Services and specified accordingly in the applicable PO. Unless otherwise agreed in writing, prices include standard packaging but are exclusive of any freight, handling, and shipping insurance charges. Prices do not include any national, state or local sales, use, value added, import, export or other taxes. Buyer shall pay any such taxes, if applicable. Buyer shall bear sole responsibility for any withholding tax liabilities.

5.1.2 Mersen may propose an increase to the price of the Goods before delivery to a carrier for shipment to Buyer in case of (i) a major increase of the following costs: transportation costs, fuels' costs, labor's costs, and other production costs, or (ii) major significant changes of currency exchange rates, taxes, duties, laws, rules, regulations. Any variation to the price of Goods following acceptance of the corresponding PO by Mersen shall be subject to agreement.

5.2 Payment.

5.2.1 Buyer shall pay all invoices within thirty (30) days net from the date of invoice. All payments shall be in GBP, unless otherwise agreed to in writing. Payment is deemed made when Mersen's bank account is credited with the full amount corresponding to the invoice. Time for payment shall be of the essence. Buyer shall reimburse Mersen for all costs incurred in collecting any late payments, including, without limitation, legal fees.

5.2.2 If, at any time, Mersen reasonably determines that Buyer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Mersen's other rights under this Agreement or at law, Mersen may, without liability or penalty, take one or more of the following actions: (i) on ten (10) day's prior written notice, modify the payment terms specified in Section 5.2.1 for outstanding and future PO; (ii) reject any PO received from Buyer and not yet accepted; (iii) delay or withhold any further shipment of the Goods or delivery of the Services to Buyer (including under any PO previously accepted by Mersen); (iv) stop delivery of any Goods in transit and cause such Goods in transit to be returned to Mersen (including under any PO previously accepted by Mersen); and/or (v) terminate the unpaid PO and any unpaid PO previously accepted by Mersen, as provided for in Section 13.1.2. Lastly, for the following PO, Mersen reserves the right to request payment on the date of Mersen's written acceptance of the PO.

5.2.3 If Buyer fails to make payment by the payment date indicated on the invoice ("**Due Date**"), Mersen may (i) suspend performance under the relevant PO and under any PO previously accepted and (ii) charge interest at eight per cent (8%) above the base rate from time to time of the Bank of England on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment. Such interest shall accrue on a daily basis. Mersen may further be entitled to claim damages for any further loss caused by non-payment, including the costs for recovering the amount due.

5.2.4 In no event Buyer shall be entitled to set-off any amount claimed to be due by Mersen against any amount due to Mersen, without the express written approval of Mersen.

5.3 Retention of Title. Notwithstanding delivery and the passing of risk in the Goods, title and property in the Goods shall not pass to Buyer until Mersen has received payment in full for the Goods and Services for which payment is then due together with all other sums outstanding at the relevant time from Buyer to Mersen.

6. WARRANTIES AND REMEDIES

6.1 Mersen warrants that all Goods will comply with their specification for a period of twelve (12) months from the delivery date unless indicated otherwise in Mersen's offer ("**Warranty Period**"). Notwithstanding the foregoing, Mersen's warranty for any tools, accessories or goods, which are not manufactured by Mersen but sold by Mersen in connection with the provision of the Goods or Services hereunder, shall not exceed the terms and period of warranty granted by its suppliers or manufacturers to Mersen. Mersen warrants to Buyer that it shall perform the Services with reasonable skill and care using personnel of required skill, experience and qualifications in accordance with generally recognised industry standards for similar services.

6.2 The warranties set forth in Section 6.1 do not apply to and Mersen makes no representations or warranty whatsoever with respect to defects caused by: (i) wear and tear, (ii) improper transportation, handling, storage, (iii) maintenance not operated as per recommendation or instructions provided by Mersen, or by skilled

- personal, (iv) installation by Buyer of the Goods not in compliance with instructions provided by Mersen, (v) Goods operated beyond their performance rates as per agreed specifications, (vi) any repair or replacement of a part of the Goods by Buyer or a third party, without Mersen's prior written authorisation or (vii) any design or instruction provided or requested by Buyer ("**Warranty Exclusions**").
- 6.3 In the event of an alleged breach of warranty (i) Mersen must be notified in writing by Buyer within TWENTY (20) days after discovery of defects and in any event thirty (30) days after expiration of the Warranty Period; (ii) at Mersen's option, Buyer must either return the defective Goods to Mersen at Buyer's expense, or provide Mersen with access to the Goods on Buyer's site as stated in Section 6.4; and (iii) Mersen's examination of such Goods must disclose that such defects or failures have not been caused by any of the Warranty Exclusions.
- 6.4 If the requirements of Section 4.1 or 6.3 (as applicable) are satisfied in full, Buyer's exclusive remedy and Mersen's sole and maximum liability for breach of warranty hereunder is limited to the obligation, at Mersen's sole discretion, to repair, replace or reimburse Buyer for the purchase price of any Goods or Services delivered hereunder which is found by Mersen to be defective under the terms of these warranties. The terms of these warranties shall apply to any repaired or replacement Goods or Services supplied by Mersen on delivery or commissioning (as applicable) and for the remaining term of the relevant Warranty Period (if applicable). In case Mersen elects to inspect and/or repair the Goods on Buyer's site, Buyer shall (i) provide reasonable access to equipment and material, facilities and documents and other data of Buyer for the purpose of examining the conditions of receipt, handling, storage, maintenance, installation and operation as aforesaid, and (ii) make available to Mersen Buyer's personnel, facilities equipment and tools on site to assist in any repair and other activities by such warranties.
- 6.5 **TO THE EXTENT PERMITTED BY APPLICABLE LAW, SECTION 6.4 SETS FORTH MERSEN'S ENTIRE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THE WARRANTIES SET FORTH IN SECTION 6.1, AND BUYER WAIVES ALL OTHER REMEDIES, STATUTORY OR OTHERWISE. MERSEN'S OBLIGATION TO HONOR THESE WARRANTIES HEREIN IS CONTINGENT UPON MERSEN'S RECEIPT OF PAYMENT IN FULL FOR THE GOODS OR SERVICES ENTITLED TO THESE WARRANTIES.**
- 6.6 **EXCEPT FOR THE WARRANTIES EXPRESSLY SET OUT IN THIS AGREEMENT, MERSEN MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE.**
7. **INTELLECTUAL PROPERTY**
- 7.1 Mersen is and shall remain the owner of any and all right, title, and interest in any and all intellectual property rights to the Goods and Services, without limitation, including all know-how, invention, patent, design, drawings, plan, samples, specifications made or developed, trademarks, and copyrights ("**Background IP**"). Subject to payment of all monies due for the corresponding Goods and Services, Mersen grants Buyer a limited, non-exclusive, non-transferable, non-sublicensable (except to end-customers), and revocable license to use its Background IP for the sole purpose of using the Goods and Services or incorporating the Goods or Services in the end-customer's application in order to use and operate the Goods or Services.
- 7.2 All goodwill associated with any Mersen's trademarks inures solely to Mersen, and Buyer shall take no action to damage the goodwill associated with Mersen's trademarks or Mersen.
- 7.3 Mersen's grant of rights to Buyer hereunder is made with full reservation by Mersen of any and all rights not expressly granted herein.
- 7.4 Mersen warrants that insofar as it is actually aware the use of the Goods or Services as contemplated under Section 7.1 will not infringe the intellectual property rights of any third party.
8. **INDEMNIFICATION**
- 8.1 Mersen shall indemnify Buyer against any liabilities, costs, expenses, damages and losses incurred by Buyer as a result of or in connection with a breach by Mersen of the warranty under Section 7.4.
- 8.2 Mersen's obligations in this Section are subject to the conditions that: (i) Mersen is notified promptly in writing by Buyer of any claim;
- (ii) Buyer does not make any acknowledgement of liability of which it seeks to be indemnified under this Section; (iii) Mersen has sole conduct, authority, and control of the defence and all negotiation for any settlement or compromise thereof; and (iv) Buyer provides Mersen with all information and reasonable assistance to handle the defence or settlement of the claim. Nothing in this Section 8 shall restrict or limit Buyer's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity at Section 8.1.
- 8.3 Should the relevant Goods or Services become (or in Mersen's opinion be likely to become) the subject of any infringement claim due to a breach of the warranty under Section 7.4, Mersen will have the option, at its sole discretion: (i) to procure for Buyer the right to continue using the relevant Goods or Services; (ii) replace the relevant Goods or Services with a substantially equivalent non-infringing product; (iii) modify the relevant Goods or Services so it becomes non-infringing; or (iv) if solutions stated in (i), (ii), and (iii) are not technically and/or commercially feasible or suitable, terminate immediately, in whole or in part, the applicable Agreement involving the relevant Goods or Services and reimburse Buyer for the Goods' or Services' purchase price.
- 8.4 Notwithstanding anything to the contrary contained herein, Mersen shall have no obligation to indemnify Buyer with respect to any claim relating to, based on, or arising out of: (i) any modification or servicing made to the relevant Goods or Services by Buyer or any third party without Mersen's approval; (ii) the combination, integration, application, operation or use of the relevant Goods or Services with any equipment, device, apparatus, program, code or data that is not manufactured, provided, indicated as being compatible with the Goods or Services or developed by Mersen, and where such combination, integration, application, operation or use is the object of the claim; (iii) any use not intended by Mersen; (iv) claims in issued patents that are essential or necessary to implement an industry standard promulgated by a recognised industry trade group or standard setting organisation; (v) Buyer's failure to use materials or instructions provided by Mersen which would have rendered the relevant Goods, Services or their use non-infringing; (vi) any design or instruction provided or requested by Buyer and (vii) the continued sale, distribution, or use of the relevant Goods or Services after Buyer has been provided with and fails to implement modifications or updates that would have avoided the alleged infringement within a reasonable time period or after Mersen has terminated the PO involving the relevant Goods or Services as per Section 8.3.
- 8.5 Except to the extent Mersen may be liable to Buyer under this Agreement, Buyer shall indemnify Mersen against any liabilities, costs, expenses, damages and losses incurred by Mersen:
- 8.5.1 in connection with Mersen's use of any information, instructions, specifications, materials or products supplied by Buyer to Mersen in respect of the Goods or Services;
- 8.5.2 in connection with Buyer's breach of this Agreement.
9. **LIMITATION OF LIABILITY**
- 9.1 **NOTHING IN THE AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF ANY PARTY FOR: (I) FRAUD OR FRAUDULENT MISREPRESENTATION; (II) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS (AS APPLICABLE); AND (III) ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL TO EXCLUDE OR RESTRICT LIABILITY.**
- 9.2 **MERSEN SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF DATA, LOSS OF PRODUCTION, LOSS OF REVENUE OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES.**
- 9.3 **SUBJECT TO SECTIONS 9.1 AND 9.2, IN NO EVENT SHALL MERSEN'S MAXIMUM LIABILITY FOR ANY CLAIM UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EXCEED THE LESSER OF THE FOLLOWING AMOUNTS: (I) THE AMOUNT PAID BY BUYER FOR THE PO UNDER WHICH THE CLAIM ARISES; (II) IN CASE OF ENGINEERED-TO-ORDER GOODS OR SERVICES, THE TOTAL AMOUNT PAID BY BUYER TO MERSEN DURING THE TWELVE MONTHS PRECEDING THE DATE ON WHICH MERSEN RECEIVES SUCH CLAIM; OR (III) IN CASE OF A BLANKET PURCHASE ORDER, THE AMOUNT PAID BY BUYER FOR THE GOODS OR SERVICES UNDERLYING THE CLAIM, REGARDLESS OF THE AMOUNT OF THE BLANKET PURCHASE**

ORDER AND WHERE "BLANKET PURCHASE ORDER" MEANS A PURCHASE ORDER, WHICH PROVIDES A FRAMEWORK OF AGREED TERMS AND UNDER WHICH GOODS AND SERVICES WILL BE DELIVERED SUBJECT TO A SUBSEQUENT ORDER.

<https://www.mersen.com/sites/default/files/inline-files/2017-07-en-mersen-code-of-ethics.pdf>

10. CONFIDENTIALITY

10.1 "Confidential Information" means all information, processes, know-how, ideas, specifications, and documentation which either Party may have imparted to the other relating to the Goods or Services or to each Party's business and which relates to the subject matter of this Agreement and includes among others, the price, specifications, and the design of the Goods or Services, information relating to the personnel, policies, clientele or business strategies of either Party, and any information relating to the terms upon which the Goods or Services are to be sold under these GTCS and PO. Notwithstanding the foregoing, the following shall not be considered as Confidential Information hereunder any information that: (i) is already in possession of the receiving Party at the time of disclosure by the disclosing Party and continues to be held in confidence in accordance with the terms on which it was obtained; (ii) is or subsequently comes into the public domain through no fault or action or failure to act on the part of the receiving Party; (iii) is lawfully obtained by the receiving Party from a third party having the right to disclose it; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

10.2 The Parties shall refrain from disclosing and prevent their employees, agents or legal successors from revealing to any third party any Confidential Information regarding the other Party, without its prior written approval. Each Party shall use the other Party's Confidential Information solely to perform under this Agreement.

11. FORCE MAJEURE

11.1 A Party shall not be liable for performance or failure to perform in whole or in part its obligation under this Agreement or to be in breach of this Agreement due to causes beyond the reasonable control of such Party and/or any event of Force Majeure. "Force Majeure" means any cause existing or future, which is beyond a Party's reasonable control including but not limited to acts of God, storm, fire, flood, earthquake, strike, lock-out or any combination of workmen which may interfere with the commencement or progress of the work, equipment failures, interruptions of or delay in transportation, or power, energy failures, steelworks stoppages, shortages of raw materials, faulty castings or forging, failure by contractors or suppliers, embargo, prohibition of trade, sabotage, interference by civil or military authorities, acts (including delay or failure to act), regulations or orders of any governmental authority, acts of war (declared or undeclared), hostilities.

11.2 The period of performance for the Party affected by such a cause shall be extended by the duration of said cause, provided, however, if any such delay shall continue for more than thirty (30) days, then each Party may cancel the affected PO by written notice to the other Party at any time, without incurring any liability of such Party toward the other Party.

12. COMPLIANCE WITH LAWS AND CODE OF ETHICS

12.1 Buyer shall comply fully with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply fully with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer, including, without limitation EU and US export and import control laws. Buyer further agrees to accept and assumes all responsibility for shipments of the Goods requiring any government import clearance. Mersen may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods or Services.

12.2 Dedicated to sustainability and responsible commercial practices, the Mersen Group attaches great importance to labour, competition, anti-corruption and money-laundering legislation and has joined the United Nation Global Compact. Mersen requires its suppliers and customers to comply with its Code of Ethics and to maintain a corporate policy that will respect the commitments of the United Nation Global Compact by applying the ten principles of the Global Compact regarding Human Rights, Labour Laws, Environment and anti-corruption to themselves and their own suppliers and customers. To consult these principles visit the following website: <http://www.unglobalcompact.org>. To consult the Mersen Code of Ethics visit the following website:

12.3 Buyer represents and warrants that Buyer and Buyer's personnel have not Bribe in connection with obtaining the Agreement and that it shall not, and shall procure that its personnel shall not, Bribe in connection with its performance.

12.4 Buyer shall adopt, implement, maintain, enforce and update (as necessary) adequate policies designed to prevent Bribery from occurring.

12.5 Buyer shall notify Mersen immediately in writing upon becoming aware of, or suspecting, any failure to comply with any provisions of this Section.

12.6 If Buyer's personnel of any company in Buyer's Group Bribe in connection with the Agreement, without prejudice to the Mersen's other rights or remedies under the Agreement or under law, Buyer shall promptly upon request by Mersen remove or procure the removal of the relevant person who has Bribe from all involvement in connection with the performance of the Contract and take such other action as Mersen reasonably requires for the purpose of remedying or preventing the future occurrence of such activity.

12.7 For the purpose of this Section **Bribe** means (a) any payment, gift, benefit or advantage of any kind, which is offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (b) anything that would amount to an offence of bribery or corruption under Applicable Law; and **Bribes, Bribed, Bribery, Bribing** and other variants of **Bribe** shall be construed accordingly.

12.8 Buyer's failure to comply with the terms of this Section shall constitute a material breach.

13. TERMINATION

13.1 Termination for breach.

13.1.1 In addition to any rights or remedies available under this Agreement or at law, either Party shall have the right to terminate a PO immediately at any time by giving notice in writing to the other Party with effect from the date specified in such notice: (i) if the other Party commits a material breach of any of its obligations under this Agreement which is not capable of remedy; (ii) if the other Party has committed a material breach of any of its obligations under this Agreement which is capable of remedy but which has not been remedied within a period of thirty (30) days following receipt of written notice to do so; (iii) if the other Party suffers an insolvency event which shall include: (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (aa) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a Party which is advertised and is not withdrawn or dismissed within 14 days (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (bb) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a Party or any of its assets; (cc) the enforcement of any security over any assets of a Party; or (dd) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of a Party (b) a Party is unable to pay its debts as they fall due or is insolvent; or (c) a Party enters into a composition or arrangement with its creditors or any class of them; or (iv) pursuant to Section 11 (Force Majeure).

13.1.2 In addition to any rights or remedies available under this Agreement or at law, Mersen may terminate a PO and any unpaid PO previously accepted by Mersen if Buyer fails at any time to pay any amount due and payable to Mersen under the relevant PO and such failure continues for thirty (30) days after Buyer's receipt of written notice of non-payments.

13.2 Termination for convenience. For tailor-made/engineered-to-order Goods or Services, Buyer may elect to terminate the PO without cause, upon reasonable prior written notice; provided that Buyer may not terminate a PO from achievement of certain milestone as indicated in the PO acceptance.

13.3 Amounts payable to Mersen. In the event of a termination under Section 13.2, Buyer shall pay Mersen for: (i) any applicable non-recurring expenses, such as without limitation, R&D, tooling; (ii) any unpaid work previously delivered to Buyer or fully completed by the time Mersen receives Buyer's notification of termination; (iii) the amount for any work under progress at the time Mersen receives

Buyer's notification of termination, corresponding to a percentage of the price to be paid for the ongoing milestone and equal to the percentage of completion of the work; and (iv) all costs incurred by Mersen, such as without limitation, costs for raw materials, services, which were acquired to complete the work according to the agreed schedule and were not used at the time Mersen receives Buyer's notification of termination, and which cannot be resold to its supplier or any third party, nor be used by Mersen for itself or for other customers. Mersen will issue an invoice corresponding to the amounts stated in this Section, less any down payment or other partial payments already made by Buyer. Buyer shall pay such invoice according to the agreed payment terms. Upon completion of payment, Mersen shall deliver all the corresponding works and raw materials according to the applicable INCOTERMS hereunder. Risk of loss to such works and raw materials will pass to Buyer upon delivery. Title will pass to Buyer upon full payment of the invoice.

14. DATA PROTECTION

14.1 In this Section 14, the following definitions shall apply:

- "**Data Protection Law**" means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the GDPR.
- "**GDPR**" means the European General Data Protection Regulation, namely Regulation (EU) 2016/679.
- "**Personal Data**" means the personal data that is processed by Buyer on behalf of Mersen in accordance with this Agreement.

14.2 Unless the context otherwise requires, the terms **controller**, **processor**, **processing/process** and **data subject** shall be interpreted and construed by reference to Data Protection Law.

14.3 References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceases to be a Member State of the European Union.

14.4 The parties acknowledge and agree that:

14.4.1 to the extent that Mersen processes any Personal Data on behalf of Buyer, for the purposes of Data Protection Law, Mersen is the data processor and the Customer is the data controller; and

14.4.2 for certain purposes, each party may process the Personal Data as an independent data controller in its own right and where either party acts as data controller, the provisions of Section 14.5 shall apply.

14.5 Each party shall:

14.5.1 process the Personal Data in accordance with its obligations under Data Protection Law;

14.5.2 provide the other (the **Requesting Party**) with such reasonable assistance as is requested by the Requesting Party to enable the Requesting Party to comply with its obligations under Data Protection Law; and

14.5.3 implement and maintain all adequate and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data and shall protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and detect and prevent unauthorised processing of, or unauthorised access to the Personal Data.

14.6 Buyer can at any time require access, removal or correction of its Personal Data by sending a request at: data-protection@mersen.com.

15. GOVERNING LAW and JURISDICTION

15.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed and interpreted in accordance with the English law without regards to its conflicts of law. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded by the Parties and does not apply to the interpretation or enforcement of a PO.

15.2 The courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, actions or proceedings and to settle any disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Agreement.

16. MISCELLANEOUS

16.1 These GTCS (and the accompanying PO/quotation/confirmation of sale/invoice) embody the entire understanding between the Parties and supersede all previous agreements, understandings or

representations whether in writing or orally regarding its subject matter. Nothing in this Section will operate to limit or exclude any liability for fraud or fraudulent misrepresentations. All agreed additions or modifications to these GTCS shall be made in writing and signed by duly authorised representatives of both Parties, failing which such modifications and amendments shall be deemed null and void.

16.2 In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and these GTCS shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16.3 Mersen may assign, transfer, mortgage, charge or subcontract its rights and/or obligations under this Agreement, in whole or in part, to any member of the Mersen Group. In no event may Buyer assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the other Party's prior written approval.

16.4 A person who is not a party to this Agreement shall not have any rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement except that any member of the Mersen Group shall be entitled to rely on the terms of this Agreement as if it were a Party to it.

16.5 The failure of a Party to enforce a provision, exercise a right or pursue a default of this Agreement shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given.

16.6 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16.7 The Parties' rights and obligations which by their sense and context are intended to survive any termination or expiration of this Agreement shall so survive, including but not limited to Sections 1, 6, 7, 8, 9, 10, 11, 13 and 14.

16.8 This GTCS have been drafted in the English language which shall be prevailing over any translation in any other language.

16.9 Any notice given to a Party under or in connection with this Agreement shall be in writing (excluding email) 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). Any notice shall be deemed to have been received:

16.9.1 if delivered by hand, on signature of a delivery receipt; and

16.9.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting. In this Section 16.8.2, business day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.