

General Terms and Conditions for Suppliers (excluding Vendors)

A. General Provisions

1. Scope

- 1.1. These General Terms and Conditions for Suppliers relating to the purchase of products and/or services ("**Agreement**") shall apply to all requests for quotations, proposals and offers, all orders, agreements and other legal relationships (including Purchase Orders, Contracts and non-contractual or pre-contractual relationships) between NIKITA SAS (Acolad Group) and all its Affiliates ("**ACOLAD**") and the Supplier in respect of the ordering, procuring, receiving, providing, purchasing, supplying or otherwise making available of Products or Services, except and to the extent that ACOLAD has deviated from these General Terms and Conditions in writing.
- 1.2. An Affiliate may conclude a Contract based on this Agreement with Supplier in its own name. This Agreement shall apply unless the relevant ACOLAD entity timely informs Supplier in writing that this Agreement shall not apply.
- 1.3. When ACOLAD and Supplier enter into any order, agreement or other legal relationship to which this Agreement apply, Supplier shall be considered to have agreed to the applicability of this Agreement for future orders, agreements and legal relationships regarding the procurement of Products or Services.
- 1.4. Supplier's acknowledgement, acceptance of payment, or commencement of performance shall constitute Supplier's unqualified acceptance of this Agreement.
- 1.5. Supplier is required to check regularly on this Agreement in order to be aware of any amendment or addition to such provisions.
- 1.6. Any agreement deviating from this Agreement must be in written form.

2. Definition

For the purposes of this Agreement, the following words shall have the meanings assigned to them below:

"Affiliate" any other entity controlling, controlled by or under common control of ACOLAD. The terms "control", "controlling" and "controlled", shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the issued share capital or more than 50% of the voting rights, or the power, directly or indirectly, to appoint a member of the board of directors or similar governing body.

"Agreement" these general terms and conditions for the procurement of Products and Services and the EN9100 Terms.

"ACOLAD" the party ordering Products and/or Services from Supplier.

"ACOLAD Data" any data or information, including data relating to an identified or identifiable natural person, acquired by Supplier in preparation of or during the fulfilment of the Contract, irrespective of whether such data or information relates to ACOLAD, its Affiliates or their respective suppliers.

"Contract" a written agreement and/or the Order for the purchase of Products and/or Services by ACOLAD from Supplier, including any other documents submitted by ACOLAD to form part thereof, such as but without limitation to any specifications.

"Defect" any deviation from the Specifications or any kind of improper functioning of the Products.

"Items" all items, documentation, images or materials otherwise, such as models, stamps, drawings, tools or other aids, which ACOLAD makes available to the Supplier in connection with the Contract.

"Delivery" delivery of Products by Supplier in accordance with Clause 6.1.

"Embedded Software" software necessary for operation of Products, and embedded in and delivered as integral part of Products.

"General Terms and Conditions" these general terms and conditions for the procurement of Products and Services.

"Intellectual Property (Rights)" (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

"Products" all items, goods, materials, merchandise and any other Products, data, as stipulated in the Purchase Order or the Contract, which are supplied, delivered or otherwise made available or to be supplied, delivered or made available, to ACOLAD and Supplier in the performance of a Contract.

"Purchase Order" the written confirmation by ACOLAD of a quotation, proposal or offer from Supplier sent to Supplier by post mail, fax or digitally.

"Services" all services as stipulated in the Purchase Order or the Contract, which are offered, provided or to be provided to ACOLAD.

"Specifications" the detailed specifications or description of the Products or Services as agreed to by ACOLAD and Supplier, including, if applicable, the specifications or descriptions detailed in requests for quotations, requests for proposals, offers and other communications between ACOLAD and Supplier. Should no such detailed specification or description be provided, the specification shall be that which is usual between parties or, should no such specification/description exist, that which generally applies within the sector.

"Supplier" the party providing the Products and/or Services to ACOLAD.

B. EN9100 Terms

3. Scope

- 3.1. The EN 9100 Terms defines the requirements related to EN 9100 that must be met by any ACOLAD Supplier in the context of the Services entrusted to them.
- 3.2. ACOLAD must ensure that its activities, Products and Services comply with all applicable regulatory requirements and other EN 9100 requirements. Suppliers have a major role in the fulfilment of these objectives. As a result, they must control their activities in order to ensure the quality of their Products/Services, and also ensure that their activities are carried out within the framework of a quality system compatible with the requirements of ISO 9001 and / or EN 9100.

4. Quality system

- 4.1. Suppliers whose Products or Services are subject to an approved Quality Systems shall meet all current EN9100 "Quality Management Systems/Aerospace – Requirements" including:
 - Requirements for approval of Products/Services, methods, processes, procedures, and equipment;
 - The release of products and services;
 - Requirements for qualification of personnel;
 - Requirements for external providers' interactions with ACOLAD and the control and monitoring of performance.
 - Quality management system requirements.
 - Requirements for verification / validation activities and design and development control.
 - The identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
 - Requirements for design, test, use of statistical inspection, verification (including production process techniques for Products acceptance, and related instructions for acceptance by the organization, and as applicable critical items including key characteristics, requirements for test specimens (e.g., production method, number, storage conditions) for design approval, inspection/verification, investigation or auditing.
 - Requirements regarding the need for the Supplier to:
 - Implement a quality management system;
 - Use customer-designated or approved external providers, including process sources;
 - Notify the organization of nonconforming processes, products or services;
 - Obtain organization approval for nonconforming Product, process or services disposition;
 - Prevent the use of counterfeit parts;
 - Notify the organization of changes in Product and/or process, changes of Suppliers, changes of manufacturing facility location and, where required, obtain organization approval,
 - Flow down to the supply chain the applicable requirements including ACOLAD requirements;
 - Provide test specimens for design approval, inspection/verification, investigation or auditing;
 - Retention documented information, including retention periods and right of access by the ACOLAD, customers and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records;
 - Suppliers whose provide Products or Services to ACOLAD shall be aware of their importance regarding contribution to product/service conformity, product safety and ethical behaviour.
- 4.2. ACOLAD shall ensure the adequacy of specified purchase requirements prior to their communication to the Supplier.
- 4.3. The Supplier and any applicable sub-tier suppliers should make available, upon ACOLAD's request, a Quality System manual. This documented Quality System must include provisions for the Supplier to manage the competence, awareness, and training of all personnel where required.

5. Products/Services realization

The Supplier shall apply a risk management methodology.

C. General Terms and Conditions

6. Supplier responsibilities

- 6.1. The Supplier shall deliver the Products and provide the Services:
 - in accordance with the Contract and ACOLAD instructions;
 - in accordance with the applicable laws and regulations;
 - free from defects and from any rights of third parties; and
 - fit for any particular purpose specified in the Contract or, in absence thereof, fit for the purposes for which such Products and/or Services would normally be used.
- 6.2. Supplier shall ensure that Products are packed according to industry standards and in a manner adequate to preserve and protect the Products.
- 6.3. The Supplier undertakes to deliver the Products/furnish the Services in accordance with the quality standards and delivery deadlines as stated in the Contract or Purchase Order.
- 6.4. The Supplier assumes full and exclusive responsibility for any occupational accident or disease occurred to its employees and, in case of subcontracting, its subcontractors in relation to the provision of the Products and/or Services.
- 6.5. The Supplier is solely and exclusively responsible for any claims and/or lawsuits filed by its employees and/or subcontractors, and shall, without any limitations, defend, indemnify and hold ACOLAD harmless from and against any claim, proceeding, action, fine, loss, cost, damages and expenses arising out of or relating to any such claims and/or lawsuits, and any noncompliance with legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency applicable to the Supplier, its employees or subcontractors. The Supplier undertakes to appear in court at its own cost if requested by ACOLAD, acknowledging its status as sole and exclusive employer, and to provide ACOLAD with all requested documentation and information necessary to ensure proper legal defence of ACOLAD in court. The preceding sentence does not apply if the liability or damage was caused by ACOLAD's gross negligence or intentional act.
- 6.6. ACOLAD is authorized to make any payments due by the Supplier to its employees and/or subcontractors performing Services or providing Products under the Contract due by the Supplier or its subcontractors, in order to avoid lawsuits, liens or encumbrances. Such payments may be made through withholding the Supplier's credits, offsetting or in any other way. The Supplier shall provide any support requested by ACOLAD with regard to such payments and indemnify ACOLAD for any payments made and/or Products provided.

7. Supplier evaluation

ACOLAD maintains an Approved Supplier List. The evaluation of Suppliers shall be dependent upon their ability to supply the required parts, materials, Products/Services and adhere to the quality requirements. Selection preference shall be given to Suppliers with accredited third-party certified management systems.

8. Supplier auditing

- 8.1. ACOLAD may use Supplier performance reporting, corrective action requests, and or Supplier audits as the primary methods of monitoring Suppliers.
- 8.2. The need for Supplier audits is dependent upon the type of Products/Services, the impact of supplied Products/Services on the final quality, and where applicable, on the quality reports or quality records previously used to demonstrate the capability and performance of the Supplier.
- 8.3. ACOLAD reserves the right to conduct a system audit at the Supplier's premises within 15 working days of notice.
- 8.4. The Supplier authorizes access to ACOLAD and regulatory authorities, to the premises for checking the records relating to the supply.

9. Payment, invoicing

- 9.1. In consideration of the Products delivered and/or the Services provided by Supplier in accordance with the Purchase Order, ACOLAD shall pay to Supplier the purchase price stated in the Contract provided the invoice fulfils the requirements defined in the Contract.
- 9.2. Supplier shall submit invoices in an auditable form, complying with applicable laws, generally accepted accounting principles and the specific ACOLAD requirements, containing the following minimum information:
 - Individual number of the invoice
 - Purchase Order number
 - Supplier name/ address
 - ACOLAD Entity VAT/Tax number
 - Supplier VAT/Tax Number
 - Quantity
 - Specification of Products and/or Services
 - Price (total amount invoiced)
 - Currency
 - Tax or VAT amount
 - Authorized Economic Operator and/or Approved Ex-porter Authorization number and/or other customs identification number, if applicable
 - Payment terms and payment date

- 9.3. Invoices must be sent to the billing address specified in the Purchase Order or Contract.
- 9.4. ACOLAD shall pay the invoice in accordance with the payment terms agreed in the Contract.
- 9.5. ACOLAD reserves the right to set off or withhold payment for Products and/or Services not provided in accordance with the Purchase Order or Contract.

10. Delivery, performance of services

- 10.1. Supplier shall inspect Products prior to shipment to ACOLAD.
- 10.2. Supplier is responsible for all tests and inspections of the Products during receiving, manufacture, and Supplier's final inspection.
- 10.3. Material and/or process certificates may be required with shipments. The Supplier will be notified on the purchase order of these requirements. By providing the shipment the Supplier confirms that the Products comply with the purchase order requirements.
- 10.4. Supplier shall strictly adhere to the shipment, delivery or completion schedules specified in the purchase order. In the event of any anticipated or actual delay Supplier shall promptly notify ACOLAD, stating the reasons for the delay and the actions being taken to overcome and minimize the delay, and provide ACOLAD with a recovery schedule.
- 10.5. Unless agreed otherwise in the Contract, the Products or Services shall be delivered to the location defined in the Purchase Order or, if no such place has been defined, to ACOLAD's place of business.
- 10.6. The Products shall be delivered, and Services shall be provided during ACOLAD's business hours unless otherwise requested by ACOLAD.
- 10.7. Upon Delivery, Supplier (or its appointed carrier) shall provide ACOLAD a delivery note and any other similar required documents. If ACOLAD has approved partial delivery, such delivery note shall also include the outstanding balance.
- 10.8. Ownership of the Products is transferred to ACOLAD at Delivery.

11. Non conformities

- 11.1. Non-conforming material will not be shipped to ACOLAD without prior written consent. ACOLAD must be immediately notified and the Supplier has to obtain ACOLAD's written approval for decisions on non-compliant Products/Services.
- 11.2. If requested by ACOLAD purchasing or quality representative, the Supplier shall provide corrective action on failures or non-conformances of Supplier's Product. The Supplier undertakes to set up and carry out the appropriate corrective actions to correct any malfunction. ACOLAD will ensure the effectiveness of the actions carried out.

12. Acceptance

- 12.1. Delivery of Products or provision of Services may not be deemed to be acceptance of such Products or Services by ACOLAD.
- 12.2. ACOLAD shall have reasonable time to inspect or test the Products and/or Services and to report any defects to Supplier.
- 12.3. If a defect in the Products and/or Services was not reasonably detectable during the inspection, ACOLAD shall have reasonable time to provide notice of such defect after it has become apparent and/or to reject the Products/Services.
- 12.4. The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to ACOLAD's written acceptance statement. Supplier shall inform ACOLAD in writing within a reasonable time period in advance when the Products and/or Services are ready for acceptance.
- 12.5. ACOLAD may enforce any remedy defined in the Contract for any rejected Products or Services.

13. Delay

If the Delivery of Products or the provision of Services does not comply with the agreed date(s), ACOLAD may:

- Terminate the Contract in whole or in part, or cancel the Purchase Order;
- Refuse any subsequent delivery of the Products or provision of the Services;
- Recover from Supplier any expenses reasonably incurred by ACOLAD in obtaining the Products and/or Services in substitution from another supplier
- Claim damages for any cost, loss, expenses and liquidated damages incurred by ACOLAD which are attributable to Supplier's delay; and
- Claim liquidated damages as agreed in the Contract, if applicable.

14. Warranty and remedies

Supplier warrants that the Products and/or Services comply with the Contract/Purchase Order, including but without limitation to Supplier's responsibilities as defined in Clause 1.

Supplier warrants that the Products are new and unused at the date of Delivery and remain free from defects during the warranty period.

15. Intellectual property

- 15.1. Supplier herewith assigns to ACOLAD full ownership rights in any Intellectual Property in Products resulting from the Services. Supplier further agrees, upon ACOLAD's request and at its cost, to take all further steps necessary to perfect ACOLAD's ownership to the Intellectual Property.
- 15.2. Intellectual Property Rights in any Products created by or licensed to Supplier prior or outside a Contract (Pre-Existing IPR) will remain vested in Supplier (or the third party owner). To the extent that Pre-Existing IPR are embedded in any Products resulting from the Services, Supplier grants, or undertakes to procure that the third party owner grants, ACOLAD and its Affiliates a worldwide, irrevocable, transferable, non-exclusive, royalty-free license to use the Pre-Existing IPR as part of such Products, including the right to improve, develop, market, distribute, sublicense or otherwise use such Pre-Existing IPR.
- 15.3. Supplier must specify in writing and prior to Delivery all open source software contained in or used by Embedded Software, if any, and request ACOLAD's written approval. Supplier agrees to replace at its own cost any open source software components rejected by ACOLAD with software of at least the same quality and functionality.
- 15.4. If any claim is made against ACOLAD that Supplier's Products and/or Services infringe a third party's Intellectual Property Rights, Supplier shall at its cost, but at ACOLAD's discretion (i) procure for ACOLAD and ACOLAD's clients, as the case may be, the right to continue using the Products and/or Services; (ii) modify the Products and/or Services so they cease to be infringing; or (iii) replace the Products and/or Services by non-infringing equivalents. Otherwise, ACOLAD is entitled to terminate the Contract and to reclaim all sums which it has paid to Supplier thereunder.
- 15.5. Supplier cannot assert any intellectual-property or other rights over Services performed on behalf of ACOLAD. For all Services commissioned by ACOLAD, the Supplier undertakes to assign to ACOLAD any copyright to which he may lay claim.
- 15.6. Supplier undertakes not to hold ACOLAD responsible, by judicial or extra-judicial means, for any action brought against him/her for any infringement of intellectual-property rights, of which the Supplier is, or is deemed to be, aware, through the Service furnished by the Supplier.
- 15.7. Notwithstanding any other action, the Supplier undertakes to rectify the infringement without delay and at his/her own expense by acquiring and transferring to ACOLAD all intellectual-property rights on the incriminating part(s) of the Services, or amending the incriminating part(s) of the Service in such a way that they no longer infringe upon the intellectual-property rights.
- 15.8. Any material relating to the Service shall remain the sole property of ACOLAD and shall be returned without delay once the Services have been completed. The Supplier shall also return any software issued to him/her for provision of the Services once the Services has been completed. At the same time, the Supplier shall also delete such software from its computer(s) and destroy any back-up or other copies.

16. Compliance, Integrity

- 16.1. Supplier shall provide the Products and/or Services in compliance with all relevant laws, regulations, and codes of practice.
- 16.2. Supplier represents and warrants that it is and will remain fully compliant with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, satisfying all necessary clearance requirements, proofs of origin, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the provision of services, the release or transfer of goods, hardware, software and technology.
- 16.3. No material or equipment included in or used for the Products and/or Services must originate from any company or country listed in any relevant embargo issued by the authority in the country where the Products and/or Services will be used or an authority otherwise having influence over the equipment and material forming part of the Products and/or Services. If any of the Products and/or Services are or will be subject to export restrictions, it is Supplier's responsibility to promptly inform ACOLAD in writing of the particulars of such restrictions.
- 16.4. Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each Party, or any other party in a manner contrary to applicable laws (including but not limited to the U. S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Contract will render either Party or any of its Affiliates liable to reimburse the other for any such consideration given or promised.
- 16.5. Any violation of an obligation contained in this Clause 16 is a material breach of the Contract and entitles the other Party to terminate the Contract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law. Notwithstanding anything to the contrary in the Contract, Supplier shall, without any limitations, indemnify and hold harmless ACOLAD for all liabilities, damages, cost or expenses incurred as a result of any such violation and termination of the Contract, or arising from export restrictions concealed by Supplier.

17. Anti-human trafficking and forced labor

- 17.1. ACOLAD is committed to ensure that there is no modern slavery or human trafficking in any part of its business or its supplier chain.
- 17.2. ACOLAD expects from its suppliers to comply with ACOLAD's values and the law.

17.3. Suppliers will not:

- Engage in any form of human trafficking, whether by force, fraud, or coercion; or any form of involuntary servitude or slavery;
- Engage in any form of sex trafficking or the procurement of any commercial sex act;
- Use any form of forced or involuntary labour;
- Engage in, or support the use of child labour and shall comply with all applicable child labour laws;
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licences;
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key items and conditions of employment;
- Use recruiters that do not comply with local labour laws of the country in which the recruiting takes place;
- Charge applicants/candidates/employees recruitment fees;
- If required by law or contract, provide an employment contract, recruitment agreement, or other required work document in writing, which shall be in a language the employee understands;
- Comply with all applicable local wages, benefits, and working hours labour laws;
- If required by law or contract, provide return transportation or pay for the cost of return transportation upon the end of employment for employees who are not nationals of the country where they are working,
- If required by law or contract, provide or arrange housing that meets the host country housing and safety standards.

18. Confidentiality, Data security, Data protection

18.1. Without disregarding the obligation contained in the present clause, ACOLAD reserves the right to settle specific and more detailed Non-Disclosure Agreements (NDA), with the Supplier.

18.2. Supplier shall comply with ACOLAD's Information Security Policy by respecting the following principles:

- Confidentiality: by preserving authorized restrictions on access and disclosure, including means for protecting privacy and proprietary information; and
- Integrity: by guarding against improper information modifications or distraction, including information non-repudiation and authenticity; and
- Availability: by ensuring a timely and reliable access to and use of information; and
- Legal and Regulatory: by respecting and complying with applicable laws and regulations.

18.3. Supplier shall be assessed on the aforementioned ACOLAD's Information Security Policy and on Information Security aspects including, but not limited to those hereinafter.

18.4. Supplier shall keep in strict confidence all ACOLAD Data and any other information concerning ACOLAD or its Affiliates' business, their Products and/or their technologies which Supplier obtains in connection with the Products and/or Services to be provided (whether before or after acceptance of the Contract). Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties as need to know the same for the purpose of the provision of the Products and/or Services to ACOLAD. Supplier shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier and will be liable for any unauthorized disclosures.

18.5. Supplier shall apply appropriate safeguards, adequate to the type of ACOLAD Data to be protected, against the unauthorised access or disclosure of ACOLAD Data and protect such ACOLAD Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher. Supplier may disclose confidential information to Permitted Additional Recipients (which means Supplier's authorised representatives, including auditors, counsels, consultants and advisors) provided always that (i) such information is disclosed on a strict need-to-know basis, and (ii) such Permitted Additional Recipients sign with Supplier a confidentiality agreement with terms substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information.

18.6. Supplier must not

- use ACOLAD Data for any other purposes than for providing the Products and/or Services, or,
- reproduce the Customer Data in whole or in part in any form except as may be required by the respective contractual documents, or
- disclose ACOLAD Data to any third party, without the prior written consent of ACOLAD.

18.7. Supplier shall install and update at its own cost required and adequate encryption methods, virus protection software and operating system security patches for all computers and software utilized in connection with providing the Products and/or Services and this shall also apply to ACOLAD Data in transit.

18.8. Supplier shall inform ACOLAD without delay about suspicion of breaches of data security or other security incidents or irregularities regarding any ACOLAD Data.

18.9. Supplier agrees that ACOLAD is allowed to provide any information received from Supplier to any Affiliates. Supplier shall obtain in advance all necessary approval or consent for ACOLAD to provide such information to ACOLAD's Affiliates if such information is confidential for any reason or subject to applicable data protection or privacy laws and regulations.

19. Non-solicitation

During the duration of the Agreement in which the Supplier renders services to ACOLAD and for a period of one (1) year after termination or expiration of this Agreement, the Supplier shall not solicit, attempt to recruit or recruit any employee, consultant, client or customer of ACOLAD for itself or for other companies or individuals.

20. Processing of Personal Data

- 20.1. A party agrees to transfer personal data to the other party for the establishment of the contractual relationship.
- 20.2. If personal data are transferred for the provision of the Services, each parties agree to comply with applicable laws such as the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation "GDPR").

21. Liability and indemnity

- 21.1. Without prejudice to applicable mandatory law, Supplier shall, without any limitations, indemnify and hold harmless ACOLAD for all liabilities, damages, cost, losses or expenses incurred by ACOLAD as a result of Supplier's breach of the Contract. Supplier shall, without any limitations, indemnify and hold harmless ACOLAD for any claim made by a third party against ACOLAD in connection with the Products and/or Services, including but without limitation to claims that such Products and/or Services infringe a third party's Intellectual Property Rights. Upon ACOLAD's request Supplier shall defend ACOLAD against any third party claims.
- 21.2. Supplier is responsible for the control and management of all of its employees, suppliers and/or subcontractors, and it is responsible for their acts or omissions as if they were the acts or omissions of the Supplier.
- 21.3. Supplier shall maintain in force, and upon request provide evidence of, adequate liability insurance and statutory worker's compensation/employer's liability insurance with reputable and financially sound insurers, which however will not relieve Supplier from any liability towards ACOLAD. The insured amount cannot be considered as limitation of liability.
- 21.4. ACOLAD reserves the right to set off any claims under a Contract against any amounts owed to Supplier.

22. Termination

- 22.1. ACOLAD may terminate the Contract for convenience in whole or in part by giving Supplier thirty (30) calendar days written notice. In such event ACOLAD shall pay to Supplier the value of the delivered but unpaid Products and/or Services and proven direct cost reasonably incurred by Supplier for the undelivered Products and/or Services, however in no event more than the price for the Products and/or Services agreed under the Contract. No further compensation will be due to Supplier.
- 22.2. ACOLAD may terminate the Contract with immediate effect by notice in writing in the event that:
 - Supplier is in breach of the Contract;
 - an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against Supplier; or
 - any circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order; or
 - other similar action is taken against or by Supplier by reason of its insolvency or in consequence of debt; or
 - there is a change of control of Supplier.
- 22.3. Upon termination, Supplier shall immediately and at its own expense return to ACOLAD all respective ACOLAD property (including any ACOLAD Data, documentation, and transfer of Intellectual Property) then under Supplier's control and provide ACOLAD with the complete documentation about the delivered Products and/or Services.
- 22.4. ACOLAD is entitled to cancel an Order and/or to interrupt all collaboration with a Supplier if:
 - the quality of the Service does not meet ACOLAD's expectations
 - the Supplier repeatedly fails to meet the delivery deadlines agreed with ACOLAD;
 - the Supplier does not comply with the technical requirements specified by ACOLAD for the orders in question
 - a justified ACOLAD complaint is made regarding an order accepted by the Supplier;
 - the Supplier does not fulfil his obligations towards social security authorities or does not do so correctly;
 - any breach or violations against confidentiality as mentioned in clause 18.
- 22.5. Cancellations, irrespective of the legal basis on which they are made, must be notified in writing.

23. Force Majeure

- 23.1. Neither Party will be liable for any delay or failure to perform its obligations under a Contract if the delay or failure results from an event of Force Majeure.
- 23.2. Force Majeure means an event that was not foresee-able by the affected Party at the time of execution of the Contract, is unavoidable and outside the reasonable control of the affected Party, preventing either of them performing any of their obligations which was not due to error or negligence on their part, and which could have been avoided by the exercise of due diligence and provided that it cannot overcome such event despite all reasonable efforts, and that it provides notice to the other Party within five (5) calendar days from occurrence of the Force Majeure event.

- 23.3. If a Force Majeure event exceeds thirty (30) calendar days, either Party may terminate the Contract forthwith by written notice without liability. Each Party shall use reasonable efforts to minimise the effects of the Force Majeure event.
- 23.4. The obligations of a Party shall be suspended in the event of force majeure provided that such Party:
- promptly notifies the other Party of the occurrence of the force majeure event and the estimated extent and duration of its inability to fulfill its obligations;
 - does its utmost to mitigate the effects of the force majeure event on its ability to fulfill its obligations;
 - resumes fulfillment of its obligations as soon as reasonably possible.

24. Assignment and subcontracting

- 24.1. When the Supplier decides to outsource Services, the Supplier must ensure full control and inform in advance ACOLAD of the arrangements made to do so.
- 24.2. In the case where Products belonging to ACOLAD are used in the manufacture of the Products of the Supplier, the latter must put in place preservation procedures.
- 24.3. ACOLAD or his representative must be able to verify on the premises of the Supplier that the Services or the subcontracted Products complies with the specified requirements.
- 24.4. Supplier may neither assign, nor transfer, encumber nor subcontract the Contract, nor any parts thereof (including any monetary receivables from ACOLAD) without prior written approval of ACOLAD. This means that the Supplier is not entitled to assign, sub-assign, license, sublicense, transfer or otherwise waiver or be discharged from his/her rights and/or obligations undertaken in by accepting these General terms and Conditions, or any part thereof; without ACOLAD's prior written consent.
- 24.5. ACOLAD may assign, transfer, encumber, subcontract or deal in any other manner with the Contract or parts thereof to its Affiliates.
- 24.6. If subcontracting is authorized by ACOLAD, the Supplier undertakes to obtain from his subcontractor confidentiality, non-competition and copyright-transfer agreements at least equivalent to those accepted by the Supplier under the terms for the cooperation with ACOLAD. Furthermore, the Supplier shall ensure that obligations equivalent to those set out in the General Terms and Conditions, are fulfilled by his/her subcontractor.
- 24.7. With respect to ACOLAD, the Supplier alone shall be responsible at all times for ensuring that all obligations resulting from the Supplier relationship are fulfilled, even if ACOLAD authorized him to subcontract the Service.

25. Notices

Any notice must be given duly signed by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Contract or to such other address as such Party may have notified in writing. E-mail and fax require written confirmation of the receiving Party. Supplier's reply, correspondence, information or documentation related to the Contract must be provided in the language used in the Contract.

26. Waivers

- 26.1. Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term therein contained.
- 26.2. Failure of either Party to enforce or insist at any time upon compliance with any of the provisions of the cooperation shall neither be construed as a waiver of any rights or remedies, nor affect the validity of the cooperation or any part thereof. No waiver shall be effective unless provided in writing and no waiver or breach of the cooperation shall constitute a waiver of any previous or subsequent breach.

27. Governing Law And Dispute Settlement

- 27.1. The Contract is governed by the laws of the country (and/or the state, as applicable) where ACOLAD is registered, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Products.
- 27.2. If ACOLAD and Supplier are registered in the same country, any dispute arising in connection with the Contract which cannot be settled amicably shall be submitted for resolution to the jurisdiction of the competent courts at ACOLAD's place of registration.
- 27.3. If ACOLAD and Supplier are registered in different countries, any dispute arising in connection with the Contract which cannot be settled amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance therewith. Place of arbitration shall be ACOLAD's place of registration. The language of the proceedings and of the award shall be English. The decision of the arbitrator is final and binding upon both Parties, and neither Party may appeal for revision.
- 27.4. This Agreement and the related documents and any subsequent modifications thereof, shall be governed and interpreted in accordance with the laws of the country of ACOLAD's entity issuing the Purchase Order. All disputes arising out of these documents or related to the violation, termination or nullity thereof shall be submitted to the authorities of the country where the Statement of Work was issued.

28. Severability

The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

29. Survival

Provisions of the Contract which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination will remain in full force and effect notwithstanding such termination.

The obligations set forth in Clauses:

- **9** (Warranty and Remedies),
- **10** (Intellectual Property),
- **13** (Confidentiality, Data Security, Data Protection)
- **16** (Liability and Indemnity)

Exists for an indefinite period of time and survives expiration or termination of the Contract for any reason.

30. Entirety

The Contract constitutes the entire agreement between the Parties and replaces any prior agreement between them with regard to its subject, unless otherwise agreed in writing by the parties.

31. Relationship of Parties

The relationship of the Parties is that of independent parties dealing at arm's length and nothing in the Contract may be construed to constitute Supplier as an agent or employee of ACOLAD or so as to have any kind of partnership with ACOLAD, and Supplier must not represent itself as or act on behalf of ACOLAD.

The Contract does not imply any employment relationship between ACOLAD and Supplier, or between ACOLAD and Supplier's employees assigned to the execution of the Contract.

ACOLAD remains free of any responsibility or liability for labour, social security or taxes with respect to Supplier and its employees assigned to the execution of the Contract.