

1. DEFINITIONS

- 1.1 The following expressions shall have the meaning given herein unless the context otherwise requires:
- 1.1.1 **Acknowledgement of Acceptance:** The copy of the Conditions signed by the Supplier and, if applicable, the Specific Terms signed by the Supplier, both as confirmation of their acceptance by the Supplier, which must be delivered by the Supplier to the Company before starting the purchase of the Products and/or Services by the Company.
- 1.1.2 **Agreement:** The agreement for purchase of the Products and/or Services between the Supplier and the Company, which is composed by the applicable Proposal, Purchase Order/s, the Acknowledgement of Acceptance, the Conditions and the Specific Terms.
- 1.1.3 **Business Day:** Each and every day of the week except for: (i) Saturdays and Sundays and (ii) days on which banks are not open to the public at the place of location of Company or the Supplier.
- 1.1.4 **Conditions:** These present general purchase terms & conditions provided by Company to the Supplier through <http://www.maxamcorp.com/en/providers>.
- 1.1.5 **Company:** A company of the MAXAM Group that issues and delivers a Purchase Order.
- 1.1.6 **MAXAM Group:** The group of companies directly or indirectly controlled by MAXAMCorp Holding, S.L.
- 1.1.7 **Parties:** Company and the Supplier, jointly.
- 1.1.8 **Party:** Each of Company or the Supplier, individually.
- 1.1.9 **Products:** Any and all goods described in a Purchase Order that Company purchases under the Agreement.
- 1.1.10 **Proposal:** the request of proposal or the purchasing proposal arranged in relation to the purchase of the Products and/or Services.
- 1.1.11 **Purchase Order:** A written order or request of Company issued to the Supplier for the purchase of the Products and/or Services.
- 1.1.12 **Services:** Any and all works and/or services described in a Purchase Order that Company contracts under the Agreement.
- 1.1.13 **Specifications:** technical specifications of the Products and/or Services which are referenced in the Proposal and/or in the Purchase Order. If a conflict exists between the Specifications referenced in the Proposal and in the Purchase Order, the Specifications reference in the Purchase Order shall prevail.
- 1.1.14 **Specific Terms:** Specific purchase terms agreed in writing between the Parties which could be included as Annex to the Conditions on case by case basis.
- 1.1.15 **Supplier:** The Party to the Agreement who is the provider that delivers the Acknowledgment of Acceptance and the Products and/or Services.

2. GENERAL

- 2.1 Except as otherwise provided in the Agreement, the Conditions shall apply to, and govern, any and all Purchase Orders and any other agreements between Company and the Supplier with respect to the delivery of the Products and/or Services by the Supplier to Company during the validity of the Agreement.
- 2.2 No amendment, variation or modification of the Agreement shall be valid or binding unless expressly agreed in writing and executed by authorised representatives of the Parties. If a conflict exists between the Conditions and the Specific Terms, the Specific Terms shall prevail.
- 2.3 Any term or condition inconsistent with, or different from, or in addition to, the Conditions being proposed, provided, referred to, submitted or otherwise used by the Supplier (as part of the Acknowledgement of Acceptance, offer or quotation, invoice or other instruments) or implied by law, trade custom, practice or course of dealing is hereby expressly rejected and shall not apply and be enforceable regardless the receipt of Supplier's documents containing such terms and conditions.

3. PURCHASE ORDERS

- 3.1 The Supplier shall acknowledge in writing acceptance or rejection of a Purchase Order within five (5) Business Days from the date of the issuance of the Purchase Order. Upon expiration of such a period without the Company receiving acceptance, the Purchase Order shall be deemed automatically revoked.
- 3.2 The Supplier consents that any offer of the Products and/or Services shall not be binding to Company unless Company issues a Purchase Order and the Supplier issues the Acknowledgment of Acceptance.

4. PACKAGING AND TECHNICAL DOCUMENTATION

- 4.1 The Products shall be packed, stored, classified, labelled and transported in accordance with national and international applicable laws including the legal requirements in connection with hazardous substances and products, the internationally acceptable industry practice and Specifications or, if none are stated, in such a manner as may be required to withstand transportation, storage and treatment in safe conditions. They also conform to the Specifications, and, in the absence of such Specifications, to the specifications that are usually made for similar products in the normal course of business. All packages shall include a clearly visible indication of the cargo content and associated safety rules related to transportation, storage and treatment thereof. The packaging material shall be easily recyclable. No costs for packaging, classification or labelling shall be charged to Company and Company shall have no obligation to return or dispose such packaging materials.
- 4.2 The Supplier shall depict any marking requested by Company on the packaging of any Product and the delivery documents to be delivered therewith. If no explicit instructions are stated by Company, the packaging and delivery documents shall make provide, at least, for the following details: a Purchase Order number, a delivery place, Supplier's name and manufacturing site, an item code and description, quantity, weight and, if applicable, a lot number, manufacturing date and shelf-life.
- 4.3 If the Products and/or Services are capable of causing damage to health or environment, including the Products with hazardous substances in accordance with applicable law, the Supplier shall communicate the relevant information in writing to Company, indicating the risks associated with the use and application of the Products and/or Services and the measures to be taken to mitigate such risks and eliminate and control any negative effect.
- 4.4 The Products and/or Services shall be accompanied by all related technical documentation and, if necessary, by a full set on delivery documents to clear the Products at the customs in the country of final destination. The technical documentation shall include, at least, the following: a certificate of conformity with Specifications, safety data sheets, as well as operating, training and maintenance manuals and technical documents when applicable.

5. QUALITY TESTS AND INSPECTIONS

- 5.1 The Supplier shall continually monitor the quality of Products and/or Services to guarantee that the Products and/or Services meet the Specifications. The Supplier shall use a quality assurance system corresponding with or equivalent to ISO 9001 and the Supplier should allow the Company to make an audit in relation thereto where required.
- 5.2 The Supplier shall, at its own account and expense, perform all pre-delivery tests, inspection, examination, verification and validation of the Products and/or Services required in accordance with administrative rules or standards usually applied in the good professional industry practice in order to verify compliance of the Products and/or Services with all

agreed specifications. The Supplier shall provide Company reasonable advance notice of readiness for such testing, inspection, examination, verification or validation and shall permit Company's representatives to be present at and witness such testing, inspection, examination or verification or validation, if so requested by Company. If during quality control carried out by Supplier and previous to the delivery of the Products and/or Services, it is found a non-fulfilment in respect of the Specifications, the Supplier shall demand the Company an extension request on the delivery. It will be sent by written notice by the Supplier to the Company for approval.

- 5.3 The Supplier shall (and subject to Clause 21.2 cause its subcontractors' to) provide Company with access to its premises and records relating to the manufacture, processing, construction, preparation, completion and delivery of the Products and/or Services at reasonable times upon Company's reasonable advance notice, for the purpose of inspection, examination or verification of such premises and records, as well as all materials and manufacturing processes used in or relating to the Products and/or Services.
- 5.4 The Products and/or Services shall not be deemed accepted until Company have had reasonable time to inspect and/or test such Products and/or Services following delivery at the final destination. The making or failure to make an inspection, examination or test of, or payment for, or acceptance of, the Products and/or Services shall in no way relieve the Supplier from its obligation to conform to all requirements of the Agreement and shall in no way impair Company's right to reject or revoke acceptance of the non-conforming Products and/or Services, or to avail Company of any other remedies to which Company may be entitled, notwithstanding its knowledge of the non-conformity, its substantiality or the ease of its discovery.
- 5.5 Company may reject or revoke acceptance of the Products and/or Services for defects or non-conformance revealed by inspection or test or, if such defect or non-conformance is latent and may not be detected upon reasonable inspection, then upon use or further inspection after delivery even though such Products and/or Services may have previously been inspected and accepted. In the event that the Company, for urgency or any other reasons was obliged to accept the Products and/or Services with overcome faults, the Company shall notify the Supplier so as to make the Supplier modify the faults in the period the Company fixes. Any costs related to such modification shall be assumed by the Supplier.

6. DELIVERY

- 6.1 Unless otherwise agreed by the Parties, the delivery of the Products under a Purchase Order shall take place as per the specific Incoterms of the International Chamber of Commerce included in the Purchase Order by Company. The loading, transport, preparation for unloading and unloading of the Products and/or Services purchased shall be carried out under the responsibility and at the expense of the Supplier, unless otherwise expressly regulated by the specific Incoterms of the International Chamber of Commerce included in the Purchase Order by the Company.
- 6.2 If the Products and/or Services are delivered to Company in excess of the quantities included in the Purchase Order, Company shall choose to pay for the excess or to return to the Supplier the excess at Supplier's expense.
- 6.3 Any carrier engaged by the Supplier, if applicable, shall comply with all requirements under applicable laws relating to the transportation of the Products in and to each jurisdiction in which the Products are transported and delivered and with such other requirements as may be specified in the Purchase Order. The Supplier shall adopt appropriate agreements with its carrier prior to the effective delivery for loading. All transport vehicles shall be professionally operated and shall comply with all such

laws and other requirements. Hazardous Products shall be unloaded by the recipient of the Products. These operations shall be carried out in strict compliance with current applicable regulations according to the hazardous or non-hazardous nature of the Products and/or Services. For hazardous Products and/or Services in particular, a security adviser shall be appointed for loading and another for transport with valid authorisation. The Supplier must be able to show proof, upon Company request, of these appointments and authorisations, when applicable.

- 6.4 The timing of delivery is of the essence. Delivery dates included by the Company in the Purchase Order and delivery times given by the Company to the Supplier for delivery of the Products and/or Services shall be firm and binding and constitute an essential part of the Agreement. The Supplier shall not deliver before the delivery date without authorization of the Company by written notice and, in such case, the Supplier shall compensate the Company because of the expenses caused due to the authorized early delivery. The authorized early delivery does not change the mechanism nor the payment periods foreseen for the delivery on date.
- 6.5 Without prejudice to any other rights or remedies available to Company at law or in equity, if the Products and/or Services are not delivered on the due date, the Supplier shall pay to Company liquidated damages in the amount equal to: a) one per cent (1%) of the price of the Products and/or Services delayed for every week or fraction of delayed week during the four (4) first weeks of delay; and b) three per cent (3%) of the price of the Products and/or Services delayed for every week or fraction of delayed week as from the five week of delay. In no event such liquidated damages shall exceed twenty per cent (20%) of the price of the Products and/or Services delayed, which amounts shall become due and payable to Company immediately. Company shall be entitled to deduct t relevant amount of liquidated damages from any amount pending of payment by the Company to the Supplier.
- 6.6 Without prejudice to any other rights or remedies available to Company at law or in equity, upon failure by the Supplier to deliver the agreed quantities of the Products and/or Services, Company is entitled to (i) reject the Products and/or Services or subsequent attempted deliveries thereof, or (ii) demand performance, rescind or terminate the Agreement, in whole or in part, without any liability for Company.

7. RISK AND TITLE

- 7.1 Risks of loss of or damage to the Products shall pass from the Supplier to the Company upon delivery according to the applicable Incoterm 2010.
- 7.2 Title to the Products shall pass from the Supplier to Company upon delivery of the Products to Company according to the applicable Incoterm 2010. Company shall have no responsibility whatsoever for the Products or any liabilities in connection therewith arising prior to the time title to the Products has so passed to Company.

8. PRICE AND PAYMENT

- 8.1 The prices of the Products and/or Services (and any option or rate incorporated herein) shall be fixed and are not subject to escalation throughout the Agreement's validity regardless of any changes in currency rates, revenue laws, treasury regulations or tariffs, increases in the appraisal of the value of the Products and/or Services by the customs authorities of any country or other variables. Exceptionally, the prices may be readjusted, if the Parties agree in writing on the criteria, formula and procedure to be applied in order to do adjust the price.
- 8.2 The prices are exclusive of any sales, use, excise, value-added, or other similar tax applicable to the Products and/or Services

provided pursuant to this Agreement. The Supplier shall be responsible for the payment of all other taxes, duties, levies, imposts or other charges relating to or arising out of the Agreement and the purchase and sale and delivery of the Products and/or Services by the Supplier to Company hereunder. If and to the extent that Company pays any taxes, duties, levies, imposts or other charges payable by the Supplier, the Supplier shall reimburse such payment promptly upon request. Upon the request of Company, the Supplier shall provide all reasonable assistance to cause the benefit of any credit, rebate, drawback or other recovery, to which Company is entitled to be passed along to Company.

- 8.3 The prices include any applicable withholding tax, and the amount received by Supplier after deduction of any applicable withholding tax shall be final. Supplier shall have no right to request any additional payment(s) to compensate for the tax withheld on the prices. The obligation to withhold any tax shall be the exclusive responsibility of the Company. Company shall timely pay the tax withheld to the relevant governmental authority.

In order to apply any tax exemption, reduced withholding tax rate, or other similar tax benefit, Supplier shall provide Company with a tax residence certificate issued by the relevant governmental authority of the country of tax residence for the purposes of applying the relevant tax treaty. If this certificate is not provided by Supplier on time to the Company, then the Company will apply the withholding tax rate applicable according to the local applicable legislation of its country of residence and not the beneficial reduced tax rate or exemption.

- 8.4 The price of the delivered Products and/or Services shall be paid by the Company to the Supplier according to the legislation/regulation defined in each country subject to the receipt of a valid invoice.
- 8.5 Invoices of the Supplier shall comply the applicable legislation of the country in which invoice is issued and with Company's reasonable requirements, must be accompanied with relevant supporting documents and must include the Purchase Order number. If the Supplier invokes the application of an agreement for avoiding double taxation according to clause 3 above, the Supplier shall provide Company with a corresponding tax residence certificate along with the invoice or promptly thereafter. If Company is obliged to withhold any taxes from its payments to the Supplier, Company shall, at the Supplier's request, deliver to the Supplier a certificate of withholding, stating the taxes withheld and the sums paid as mentioned in Clause 8.3. above at the time at which, according to the legislation of the Company's country of residence, this certificate must be issued by the relevant Government Authority.

9. WARRANTY AND REMEDIES

- 9.1 In addition to an without limiting the specific Products and/or Services warranties and guarantees set forth in the Agreement, the Supplier represents, warrants and agrees that (a) good and merchantable title to the Products shall be transferred to Company upon delivery of the Products; (b) the Products shall be free and clear of all liens, encumbrances or claims of any nature whatsoever; (c) the Products and/or Services shall conform to Specifications and shall be delivered free of defects in material and workmanship; (d) the Products and/or Services shall be of the quality included in the Specifications ; (e) the Products and/or Services do not, and their use or resale by Company will not, infringe any patent, copyright, design right, trade mark and/or any other intellectual or industrial property right (whether registered or unregistered) of any third person, and that at the date of the Agreement the Supplier is not aware of any action which has been commenced against the Supplier in relation to any infringement or alleged or threatened infringement of any intellectual or industrial property right nor have the Supplier received any notice to the effect that any such

action may be commenced; (f) there are no pending or threatened suits, claims, or actions of any type with respect to the Products and/or Services; and (g) all applicable laws of each jurisdiction in which the Products are manufactured, transported and delivered shall be complied with relating to the manufacture, processing, treatment, construction, completion, transportation and delivery of the Products and/or Services. The foregoing representations and warranties shall survive any inspection, delivery, installation, acceptance, start-up or payment by Company for a period of twenty-four (24) months as from delivery. THE FOREGOING WARRANTIES AND THE WARRANTIES AND GUARANTEES SET FORTH IN THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

- 9.2 Company shall notify in writing the Supplier of any claim with respect to any breach of the warranties set forth above within thirty (30) Business Days after the defect arises and is discovered by Company and in any event within the warranty period included in section 9.1 above.
- 9.3 Without prejudice to any other right or remedy available to Company at law or in equity, upon the receipt of the notice under section 9.2 above, the Supplier shall, at the election and at no cost to Company (including but not limited to transportation, travelling, accommodation, labour, collection, custody, disassembly, re-assembly, demolition, construction, and packaging costs and expenses) and within the period specified by the Company in the notice under section 9.2 above: repair or replace (including, if applicable, reinstall and re-start-up) any non-compliant Products and/or Services. If the Supplier fails to make the necessary repair or replacement within the above-mentioned period, Company may arrange for such repair or replacement (on its own or through a third party) at the Supplier's risk and cost. Any costs and expenses incurred by Company in connection with the foregoing shall be due and payable by the Supplier immediately.
- 9.4 Warranties set forth in section 9.1 shall apply afresh to the repaired and/or replaced Products and/or Services for a twenty-four (24) month period.
- 9.5 If the Supplier is not the manufacturer of some or all of the Products and/or Services, in addition to the warranties and guarantees set forth in section 9.1 and in the Agreement, the Supplier shall arrange for all warranties and guarantees of the manufacturer to extend to Company directly by assignment or otherwise. If the Supplier is unable to obtain for Company the benefit of a third party warranties and guarantees, Company will have the right to subrogate to all the Supplier's rights with respect thereto, and the Supplier shall not take any action that would void or impair any third party warranties and guarantees unless authorised by Company.

- 9.6 The Supplier shall notify in writing Company of any modification, upgrade, improvement, enhancement or development to the Products and/or Services, or which could be applied to the Products and/or Services, developed or owned by the Supplier. The Supplier shall promptly inform in writing the Company of any changes in the Specifications of the Products and/or Services (or any part thereof), or of the discontinuation of production or performance of any of the Products and/or Services and, whenever reasonably possible, at least one month before such change or discontinuation takes place.
- 9.7 All representations and warranties of the Agreement shall survive the expiration or termination of the Agreement to the full extent necessary for their enforcement and for the protection of the Party in whose favour they operate.

10. OBLIGATIONS OF SUPPLIER

- 10.1 The relations between the Supplier and the Company shall be that of purchaser and independent contractor. Nothing

- contained in the Agreement shall be construed as creating a joint venture, partnership, agency, employment or franchise among the Parties or establishing the Supplier as Company's representative or agent for any purpose. No Party shall have the power to control the activities or operations of the other Party, nor shall any Party have the authority to make any commitment, whether expressly or by implication, on behalf of the other Party or bind the other Party without such Party's prior written consent therefore. No Party shall hold itself out as having authority or relationship in contravention of this section.
- 10.2 The Parties acknowledge that the Supplier is an independent person with a separate legal status from Company. All persons furnished by the Supplier for the performance of the Agreement are solely Supplier's employees, and the Supplier shall be solely responsible and liable for payment of all wages and its employees' unemployment, social security and other payroll taxes, including contributions from the Supplier when required by applicable law. The Supplier shall defend, indemnify and hold Company harmless for and against any employment related claims, actions, damages, losses, costs or liabilities incurred by Company as a result of a breach of Supplier's obligations herein.
- 10.3 If engaged for the performance of the Agreement, Supplier's personnel shall be appropriately qualified, competent, trained and skilled to the highest standard of the relevant industry to perform the Agreement. Company may object to any of Supplier's personnel engaged on or off Company's premises that, in the reasonable opinion of Company, are lacking appropriate skills or qualifications, engaged in misconduct or are incompetent or negligent. The Supplier shall, at its own cost, replace such personnel upon receipt of Company's notice with suitably qualified, competent, skilled and approved personnel.
- 10.4 The Supplier shall, and shall cause all its employees or subcontractors to, hold and keep in good standing in each applicable jurisdiction all licenses, permits, authorizations and registrations required to be held by the Supplier or its employees or subcontractors in order to provide the Products to Company and comply with all applicable laws in each jurisdiction relating to the delivery of the Products and/or Services. The Supplier shall, and shall cause all its employees or subcontractors to, comply with Company's policies regarding safety and the rules concerning hours of work and arrival to and departure from the Company's premises.
- 10.5 Without limiting the generality of the foregoing, the Supplier when performing the Agreement shall:
- 10.5.1 comply with: (a) all applicable laws and governmental requirements relating to the occupational health and safety, security, information security, quality and environmental protection rules in force; (b) Company's relevant occupational health and safety, security, information security, quality and environmental policies, standards and requirements, including the United Nations Global Compact and Responsible Care principles, provided by Company to the Supplier through <http://www.maxamcorp.com/en/providers>; and (c) any other special requirements included in the Agreement;
- 10.5.2 substantially comply with the ethical rules and principles contained in the code of ethics in force in the Company provided by the Company to the Supplier through <http://www.maxamcorp.com/en/providers>.
- 10.5.3 hold and keep in good standing in each applicable jurisdiction all licenses, permits, authorizations and registrations required to be held by the Supplier under applicable laws in order to sell and deliver the Products and/or Services to Company, and comply with all laws in each applicable jurisdiction relating to the sale and delivery of the Products and/or Services, including the receipt of any transit permit, license, authorisation, police escort and the like required due to the nature of the transported Products and/or Services and/or the form of transportation and of any permit required under the export control laws and regulations of an applicable jurisdiction;
- 10.6 The Supplier shall not make, directly or indirectly, in connection with the Agreement, any offer, payment, loan, bribe, facilitating payment or gift of anything of value to any government official, any officer or employee of a government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity or on behalf of any of the foregoing, or to any political party, any political party official or candidate (the "**Government Official**") to an immediate relative of a Government Official, or to any other person while knowing or having reasons to suspect that any part of such offer, payment, loan, bribe, facilitating payment or gift will be given or promised to a Government Official, if the offer, payment, loan, bribe, facilitating payment or gift would: (i) violate any law; (ii) be contrary to or in violation of the principles set forth in the United Nations Convention Against Corruption, the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act, or any other applicable anti-corruption law; or (iii) cause any of the Parties or any of their respective parent or affiliated companies (or any of their respective officers, directors, employees or agents) to be in violation of the applicable anti-corruption law. The Supplier shall immediately notify Company if any Government Official is, or purports to become, a director or officer of, or to acquire ownership of any beneficial interest in the Supplier or in the Supplier's related parties. Promptly following Company's request in writing, the Supplier agrees to provide a written certification as to whether the Supplier is in compliance with this clause.
- 10.7 The Supplier shall comply with any applicable data protection legislation as amended from time to time. The Supplier has developed, implemented, and will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to 1) ensure the security and confidentiality of confidential information provided hereunder, 2) protect against anticipated threats or hazards to the security or integrity of such confidential information, 3) protect against unauthorized access or use of such confidential information, and (4) ensure the proper disposal of confidential information provided hereunder. All Supplier's personnel handling such confidential information provided hereunder have been appropriately trained in the implementation of information security policies and procedures. The Supplier regularly audits and reviews its information security policies and procedures to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances including, without limitation, changes in technology, customer information systems or threats or hazards to confidential information provided hereunder.

11. CONFIDENTIALITY

- 11.1 All information supplied by a Party to the other in relation with or pursuant to the Agreement, which is of a proprietary or confidential nature including information on Company's products, customers, procedures, know-how, trade secrets and/or any other information related to Company's intellectual or industrial property or business, shall be treated as confidential and shall not be disclosed to any third party nor to the other Party's own employees or subcontractors except an employee or a subcontractor of the other Party involved in the performance of the Agreement may have access to confidential information to perform its duties, *provided that* such employee or subcontractor agree in writing to treat such information as confidential in terms no less stringent than those hereunder.
- 11.2 Upon Company's request, the Supplier shall return any drawings, descriptions, specifications, models, constructions, schedules, technical documents and any other business documents provided by Company in connection with the delivery of the Products and/or Services.

- 11.3 The Parties' confidentiality obligations hereunder shall survive the termination of the Agreement.

12. INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS

- 12.1 Nothing in the Agreement shall be construed as granting to the Supplier any right, licence or otherwise, whether express or implied, on any intellectual or industrial property rights, including without limitation, copyrights, design, trade secrets, trademarks know-how, patent rights, records, data input and output to and from Company, its affiliates, agents, employees and/or subcontractors.
- 12.2 The Supplier shall obtain, at no cost to Company, all necessary licenses and consents to use, or assignments of, any intellectual or industrial property of a third party, and shall not breach the terms of such licenses or assignments. The Supplier shall defend, indemnify and hold Company harmless against all actions, claims, damages, losses, liabilities, costs, or the like in connection with the alleged or actual infringement of intellectual or industrial property rights, provided that: (i) Company shall without undue delay inform the Supplier in writing of any claim made by reasons of alleged infringement of intellectual or industrial property rights; and (ii) the Supplier shall have full authority to defend or settle the claim. In the event that the Supplier fails to promptly act against such claims or actions, Company shall be entitled to take appropriate action, and the Supplier shall reimburse Company for any reasonable expenses in doing so.
- 12.3 If the Products and/or Services become subject to actions or claims of infringement of an intellectual or industrial property right, the Supplier shall replace the Products and/or Services in such a manner that the infringement terminates. The replacement of the Products and/or Services shall not result in decrease or reduction of functionality or of fitness for the purpose of the Product and/or Services.

13. LOANED MATERIALS

- 13.1 All tools, materials and other goods or documents that Company makes available to the Supplier (the "Loaned Materials") shall remain the absolute property of Company and shall be returned to Company immediately upon termination of the Agreement together with any copies or reproductions thereof and any other outcome resulting from the use of the Loaned Materials. The Supplier shall store the Loaned Materials with the care of a good custodian, separately from its own materials and marked as property of Company. The Supplier shall only use the Loaned Materials for the purpose of the Agreement, exclusively for the benefit of Company, and always in accordance with Company's recommendations of use.

14. SUSPENSION

- 14.1 If Company deems it necessary, it may suspend the Agreement (in whole or in part) for any cause by sending a written notice to the Supplier explaining the cause for the suspension and the estimated duration of suspension. Thereafter, the Supplier shall immediately stop a corresponding delivery of the Product and/or Services.

15. TERMINATION

- 15.1 Save as otherwise provided for in the Conditions, any Party may terminate the Agreement, by a written notice, with immediate effect and without any further obligation or liability, if the other Party causes a breach of its obligations under the Agreement which is not remedied by such breaching Party within twenty (20) Business Days from the date of the breaching Party's receipt of a written notice of breach sent by the non-breaching Party.
- 15.2 Company may terminate the Agreement, by a written notice, with immediate effect and without any liability in the event of a

change of ownership or control of the Supplier, merger, split-off or any other process involving the transfer of all or part of Supplier's assets and liabilities to a third party.

16. INDEMNITY

- 16.1 The Supplier shall indemnify, defend, and hold Company, its officers, directors, employees, partners, joint ventures, members and agents (as applicable, a "Company Indemnatee") harmless against any claim, suit, proceeding or liability (including reasonable lawyers' fees) against a Company Indemnatee arising out of or relating in any way to (a) a breach by the Supplier or any its subcontractors of any of the Supplier's obligations or representations under the Agreement not timely remedied; (b) an allegation that the Products and/or Services, or any part thereof, furnished hereunder constitutes an infringement of any intellectual or industrial property rights, including without limitation, patent, copyright or trademark; or (c) accidents, occurrences, injuries or losses to or for any persons or property due to or resulting from, in whole or part, the design, preparation, manufacture, processing, treatment, construction, completion, delivery of the Products and/or Services by the Supplier or any its subcontractors.
- 16.2 Company agrees to indemnify, defend and hold the Supplier, its officers, directors, employees, partners, members, and agents (as applicable, a "Supplier Indemnatee") harmless against any claim, suit, proceeding or liability (including reasonable lawyers' fees) against a Supplier Indemnatee arising out of or relating in any way to a breach by Company of any of its obligations or representations under the Agreement not timely remedied.
- 16.3 The Company Indemnatee or Supplier Indemnatee (as applicable, the "Indemnified Party") shall give the other Party (the "Indemnifying Party") prompt written notice of any claim made pursuant to the foregoing indemnifications (as applicable, a "Claim"), including any or expect to lead a Claim. The Indemnifying Party shall have the responsibility of contesting, defending, litigating, settling or satisfying any Claim made against the Indemnified Party. The Indemnified Party shall have the right to be represented by separate counsel at the Indemnified Party's expense in connection with any such Claim. The Indemnifying Party shall not settle any such Claim without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld.

17. INSURANCE

- 17.1 Without prejudice to its responsibility under the Purchase Order and/or the Agreement, which shall not be limited by this clause, the Supplier shall subscribe and maintain at Supplier's expense and during the Purchaser Order with companies of renowned financial solvency, the insurances listed herein below. The amounts of such insurances will not be lower than those mandatory as per the current laws and will be fixed in Euro per occurrence in the Specific Terms:
- 17.1.1 Third Party Liability Insurance including, among others, products liability and accidental pollution and contamination liability.
- 17.1.2 Automobile Liability Insurance if automobiles and automotive equipment are used by Supplier for the performance of the supply.
- 17.1.3 If necessary, Transport insurance for goods and/or equipment under the scope of the supply, as per the Specific Terms and the International Commercial Terms agreed.
- 17.1.4 Any other compulsory insurance.
- 17.2 Supplier shall, prior to the beginning of the execution of the Purchase Order, furnish to the Company a certificate of insurance subscribed. This certificate shall be included in the Purchase Order as an appendix. Failure to deliver this certificate shall entitle the Company to terminate the Purchase Order due to cause attributable to the Supplier. The Company may at any

time request the Supplier to deliver the policies, as well as receipts or proof of having fully paid the relevant premiums. The Supplier is bound to deliver all the foregoing within a maximum period of fifteen (15) calendar days.

- 17.3 All insurance referred to in Clause 17.1 shall include a provision whereby the insurers agree to waive their rights of subrogation against the Company and shall be primary to any other insurance that Company may subscribe.
- 17.4 The Supplier, on its own exclusive responsibility, shall oblige its subcontractors to comply with the Supplier's liability cover and insurance requirements. Such measures shall not exempt the Supplier from its liability towards the Company.
- 17.5 As soon as either Party is aware of any circumstance which may give rise to a claim under the insurance policies referred to in this clause, shall give written notice of such circumstance to the other party and the incident shall be noticed to the insurance company.
- 17.6 Supplier is bound to notify the Company in writing of any incident affecting the validity and conditions of the insurance subscribed.
- 17.7 In any case, the Company shall never be responsible for limits, deductibles or limitations in the terms and conditions of the Supplier's policies.

18. SECURITIES

- 18.1 If the Parties agree on advance payments, the Supplier shall provide an advance payment refund guarantee to Company in the form and substance satisfactory to Company from a reputable financial institution.

19. NO MINIMUM PURCHASE OR EXCLUSIVITY

- 19.1 Nothing in the Agreement shall be construed as obligating Company to request or acquire any specified volume or minimum level from the Supplier. The Agreement is not evidence of, nor does it create, any exclusive relations between Company and the Supplier in respect of the delivery of the Products and/or Services or any other aspect of it. For the avoidance of doubt, Company shall have the right to purchase the Products and/or Services from persons other than the Supplier to the extent and for the purposes set forth in the Agreement. No territorial protection or rights are given or intended to be given to the Supplier under the Agreement.

20. PUBLICITY/USE OF COMPANY DISTINCTIVE SIGNS

- 20.1 The Supplier shall not advertise or publish any information related to the Agreement or relations between Company and the Supplier without Company's prior written consent.
- 20.2 The Supplier shall not have the right, without Company's prior written consent, to use trademarks, logos or any other distinctive signs (the "**Distinctive Signs**") of Company or the MAXAM Group. If Company gives such consent, the Supplier shall always comply with instructions of Company when using the Distinctive Signs.

21. ASSIGNMENT/INVOLVEMENT OF THIRD PARTIES

- 21.1 The Agreement may not be assigned by any Party without the prior written consent of the other Party; *provided, however, that* no such consent shall be required if such assignment is to a person that is (a) the acquirer of substantially all of the assets of the assigning Party; or (b) an entity that controls, is controlled by, or is under common control with, the assigning Party.
- 21.2 The Supplier shall not have the right to subcontract the performance of its obligations under the Agreement without the prior written consent of Company. If Company gives its consent,

the Supplier shall remain jointly and severally responsible and liable for performance of the Agreement for the actions and omissions of a subcontractor.

22. MISCELLANEOUS

- 22.1 Each Party represents and warrants to the other that the execution and delivery of the Agreement (a) has been duly authorized by all necessary procedures; (b) does not violate any provision of the Party's governing documents or any laws applicable to the Party; or (c) does not result in the breach of any contract by which such Party is bound.
- 22.2 The failure of any Party to enforce any provision of the Agreement shall not be construed as a waiver of such provisions and shall not affect the right of such Party thereafter to enforce each and every provision of the Agreement in accordance with its terms.
- 22.3 If any provision of the Agreement is declared null, invalid or unenforceable by a competent court or authority, the Agreement in whole shall remain in force except for the part declared null, invalid or unenforceable. Each Party shall consult and use its best efforts to agree upon a valid and enforceable provision, which shall be a reasonable substitute for such null, invalid or unenforceable provision in accordance with the original intention and purpose of the Parties.
- 22.4 A Party shall not be liable for any delay or failure to perform its obligations under the Agreement by reason of natural disasters (earth-quakes, landslides, cyclones, floods, fires, lighting, tidal waves, volcanic eruptions and other similar natural events or occurrences), accidents, fires, explosions, war, civil commotions, riots, or acts of government beyond the control of such Party that cannot be overcome by due diligence ("**Force Majeure**") to the extent that the performance by such Party is delayed or prevented by the Force Majeure and for the time the Force Majeure event persists, provided, concerning those events or occurrences which are reasonably foreseeable, that these are not caused or contributed to by the negligence of the Supplier or by the Supplier's breach of the Agreement. The Party affected by Force Majeure shall promptly and in no event later than five (5) calendar days after occurrence of the Force Majeure event, notify in writing the other Party to whom performance is owed, specifying the obligation or part thereof that the Party cannot perform, fully describing the event of Force Majeure, estimating the time during which the Force Majeure will continue and specifying the measures proposed to be adopted by it to remedy or abate the Force Majeure. The Party that is prevented from carrying out its obligations under the Agreement as a result of Force Majeure shall take its best efforts to remedy and abate the effects of the Force Majeure for the other Party to whom performance is owed and resume performance of its obligations as soon as possible after the Force Majeure event ceases. Should the event of Force Majeure not cease within two (2) months from the date of its occurrence, either Party shall be entitled to terminate the Agreement by written notice to the other Party.

23. CHOICE OF LAW AND JURISDICTION

- 23.1 Any matters relating to the execution, validity, interpretation and performance of the Agreement shall be governed by applicable law of Company's place of incorporation. The UN Convention on Contracts for the International Sale of Goods of 1980 shall not be applicable herein.
- 23.2 The Parties shall attempt, in good faith, to promptly resolve by negotiation any dispute arising out of or relating to the Agreement within ten (10) Business Days from the date on which the aggrieved Party notifies in writing to the other Party of the existence of the dispute. If the dispute has not been solved at such negotiations, the Parties hereby irrevocably agree to submit the dispute to a court of the city where Company has its place of incorporation.