

GLOBAL PURCHASING TERMS AND CONDITIONS

These General Conditions of Purchase (“**Conditions**”) shall apply to all deliveries of products (“**Products**”) and services (“**Services**”) made to Ammega Group B.V. and all its direct or indirect subsidiaries and affiliated companies (each of such entities, “**AMMEGA**”). These Conditions, together with the agreement between the Ammega and the entity providing Products and/or Services (“**Supplier**” and together with AMMEGA, the “**Parties**”), if any (“**Agreement**”), or together with the Purchase Order (as amended and integrated from time to time) are collectively or individually referred to herein as the “**Contract**”. Signature of a Contract by both Parties is deemed acceptance of such Contract, including these Conditions.

This document consists of two parts: Part A contains the terms and conditions that generally apply to all purchases of Products and Services carried out by AMMEGA worldwide.

Part B contains country specific sets of terms and conditions which amend and integrate Part A and which respectively apply in the relevant AMMEGA’s jurisdiction only. In the case of a conflict or any discrepancy between Part A and Part B, the provisions of Part B shall prevail.

These Conditions shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing. Unless otherwise agreed between the Parties, these Conditions shall also govern all future transactions between the Parties and shall also apply if AMMEGA accepts delivery despite knowledge of differing or contrary terms.

In the event any provision of Contract, including these Conditions, shall be held void, unenforceable, or prohibited by the laws, regulations and other mandatory requirements applicable in the AMMEGA’s or Supplier’s home countries, as well as the locations of manufacture, and delivery and reasonably anticipated use of Products and Services, including but not limited to those concerning corruption, money-laundering, the payment of bribes, tax evasion, export control, data protection, and economic sanctions (“**Applicable Laws**”), that provision shall be deemed deleted and the remainder of the provisions enforced as written; provided, however, that if such provision is a material clause, meaning the Parties would not have concluded Contract without it, the invalid provision will be amended by AMMEGA to comply with the law and reflect, to the greatest extent permitted by the Applicable Law, the original intent of the Parties.

In the event of an inconsistency between or among the terms of the documents that make up Contract, then:

- a) the terms of Agreement (as possibly revised and integrated from time to time) or Purchase Order (as possibly revised and integrated from time to time) respectively shall prevail over these Conditions and
- b) the terms of Purchase Order (as possibly revised and integrated from time to time) shall prevail over the terms of Agreement (as possibly revised and integrated from time to time).

Supplier recognizes that AMMEGA is entitled to amend the conditions from time to time, to ensure that it complies with the most updated laws and regulations and commercial needs. Such amendments will become effective when they are published on AMMEGA’s website, not subject to any prior notice to Supplier. Conditions are, in its most current version, available on: www.ammega.com/general-conditions

PART A. GENERAL PROVISIONS

1. PURCHASE ORDERS AND ORDER CONFIRMATION

- 1.1. Any purchase orders (“**Purchase Orders**”) shall become binding only once they are placed in writing or issued electronically by a duly authorized representative of AMMEGA.
- 1.2. Supplier shall be deemed to have accepted Purchase Order and to have formed a Contract when Supplier does any of the following:
 - a) begins performance under Purchase Order;
 - b) confirms Purchase Order; or
 - c) has not rejected Purchase Order within 3 business days after receipt.

- 1.3. AMMEGA reserves the right to cancel all or any part of a Purchase Order for convenience upon written notice to Supplier without payment or further liability to Supplier.
- 1.4. Supplier shall promptly notify in writing AMMEGA if it becomes evident during Contract performance that departures from the originally agreed specification are necessary or appropriate. AMMEGA shall promptly inform Supplier in writing whether and which changes it accepts and that shall be made to the original Purchase Order. If this should result in changed costs incurred by Supplier as a result of Contract performance, both AMMEGA and Supplier shall be entitled to demand that the agreed prices be adjusted accordingly.
- 1.5. Any departure in the order confirmation from Purchase Order received shall be considered agreed and binding only once expressly confirmed in writing or electronically by AMMEGA. The same procedure shall apply to any subsequent Contract amendments.

2. DELIVERY OF PRODUCTS

- 2.1. Delivery of Products shall be made in accordance with the express instructions and/or shipping terms set forth in Contract. If Contract contains no express shipping terms, delivery shall be per ICC Incoterms® 2020, [DDP, “Delivered Duty Paid”] to the delivery location identified in Contract. Supplier must at its sole cost provide all documents and information necessary and acceptable to AMMEGA for customs formalities, clearance and duty privilege at the place or port of destination, such as (without limitation) complete custom codes, proof of origin and related certificates, all required safety markings and documentation, as well as any instructions for the use, operation, maintenance and care of the Products. Supplier shall provide all documentation relating to the Products in English, as well as the local language where the Product will be delivered and/or used. Supplier must also provide a delivery slip containing Agreement or Purchase Order no., the delivery details, the number of corresponding packages or bulk goods, and the weight and measurements.
- 2.2. Timely delivery of conforming Products is essential for the business operations of AMMEGA and has been essential to enter into the Contract. Supplier shall inform AMMEGA immediately of all risks of delay and of measures employed to minimize such risks. Supplier shall, at Supplier’s sole expense, take all commercially reasonable measures for the purpose of minimising any delay or shortage in delivery.
- 2.3. Early, partial or excess deliveries must be agreed in advance in writing with AMMEGA. Unless authorized by AMMEGA in advance and in writing, AMMEGA reserves the right to reject early, partial or excess deliveries.
- 2.4. Supplier shall supply Products in packaging so as to appropriately protect Products during transportation and storage. Unless otherwise stated in Contract, the price for Products shall include the costs of all non-returnable packaging.
- 2.5. Transfer of title to the Products to AMMEGA becomes effective as soon as the risk is transferred to AMMEGA in accordance with the agreed Incoterm® 2020, in the absence of which the title and risk to

Products is transferred on delivery to AMMEGA of the Products at the agreed delivery location.

3. DELIVERY OF SERVICES

- 3.1. Services shall be provided at the delivery location identified in Contract.
- 3.2. Supplier shall meet any performance dates for Services specified in Contract or notified in writing to Supplier by AMMEGA. Time is of the essence of the Contract.

3.3. In providing Services, Supplier shall:

- a) co-operate with AMMEGA in all matters relating to Services and comply with all instructions of AMMEGA,
- b) perform Services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade,
- c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with Contract,
- d) replace personnel that in AMMEGA's reasonable opinion is not performing up to standard,
- e) ensure that Services will comply with all specifications set out in Contract and that Services shall be fit for any purpose expressly or implicitly made known to Supplier by AMMEGA,
- f) provide all equipment, tools and vehicles and such other items as are required to provide and make use of Services,
- g) use the best quality goods, materials, standards and techniques, and – if deliverables ("Deliverables") arise as a result of Services – ensure that Deliverables will be free from Defects in workmanship, installation and design,
- h) obtain and at all times maintain all necessary licenses and consents, and comply with all Applicable Laws and regulations;
- i) ensure that Services and Deliverables do not infringe any rights of third parties (including, for the sake of clarity, intellectual property rights),
- j) if software is part of Services, ensure that all necessary licenses are included and are fully paid up and that no additional fees are due and that these licenses are valid during the whole period that AMMEGA can make use of Services,
- k) be solely responsible for its own personnel and indemnify AMMEGA and hold AMMEGA harmless from any and all claims such personnel might have against AMMEGA (unless and to the extent the claim is caused by an unsafe working environment for which AMMEGA is responsible).

3.4. Title to Services shall transfer to AMMEGA upon the completion of the Services.

3.5. **Acceptance of Products or Services.** Inspection of, use of or payment for delivered Products or Services shall not constitute acceptance thereof. AMMEGA may reject any Products and/or Services that are Defective or do not meet Supplier's warranties, and may claim any rights and remedies available as a result of such defectiveness or non-conformance.

3.6. AMMEGA's acceptance or inspection does not relieve Supplier of any of its obligations or warranties.

4. PRICE AND PAYMENT

4.1. The price as specified in Contract, shall be the full payment which AMMEGA is obliged to pay to Supplier for Products or Services, and shall include all costs connected with production and delivery, including fees, direct or indirect taxes, transport insurance, and all duties and levies.

4.2. For the avoidance of doubt, the price is fixed and not subject to any revision after Purchase Order (as possibly amended or integrated) has been confirmed or Agreement has been concluded.

4.3. Every invoice shall state, at a minimum, the title (e.g. Invoice or Credit Note) prominently displayed; Supplier's legal name, address, and VAT or other tax identification number; AMMEGA's legal name and address (as indicated in AMMEGA's order); and AMMEGA's Agreement or Purchase Order number or, if there is no such number, another designation identifying Agreement or Purchase Order; invoice number and invoice date; invoiced amount without and with tax; currency; description and quantity of Products or Services, along with explanation for charges; delivery address; and a bank account number. Every invoice must be sent to the billing address provided by AMMEGA. Upon request, Supplier agrees to submit invoices via PDF or other electronic means approved and/or notified by AMMEGA.

4.4. Invoices may not be dated prior to the delivery date (Products) or the acceptance date (Services). The basis for issuing an invoice is:

- a) the delivery of Products to the delivery location identified in Contract (Products),
- b) AMMEGA's acceptance of the Services (Services).

4.5. Unless otherwise explicitly agreed, the conditions of payment shall be 60 days from the date of AMMEGA's receipt of the invoice for domestic suppliers and 90 days for overseas suppliers. In the event that applicable law requires a payment terms period of shorter duration, payment terms shall be the maximum period allowed by applicable law.

4.6. All payments shall be deemed paid on time, when the payment is made from AMMEGA's bank within said period.

5. AMMEGA'S PROPERTY

5.1. AMMEGA is and shall remain the sole owner of all tooling, equipment, samples, documents, materials or other property provided or made accessible to Supplier by or on behalf of AMMEGA and/or specifically paid for by AMMEGA in connection with Supplier's provision of Products or Services ("**AMMEGA's Property**").

5.2. All such AMMEGA's Property shall be protected from loss, damage, or encumbrances while in the custody of Supplier; shall be used solely for the benefit of AMMEGA in the provision of Products or Services and in compliance with all warnings, instructions of use and Applicable Laws; shall not be copied, reproduced, or provided to third parties without AMMEGA's prior written consent; and shall be returned upon first request of AMMEGA in the same general condition as originally received by Supplier, less reasonable wear and tear.

5.3. Supplier shall be responsible for any expenses incurred in relation to the use and ordinary and extraordinary maintenance of AMMEGA's Property, including any loss or damage thereto, while such AMMEGA's Property is in Supplier's custody or control.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. "**Pre-Existing Intellectual Property**" means any asset, including tools, databases, know-how, designs, specifications, inventions, formulas, software, information, data, processes or methods, algorithms, typeface, documentation, files, logos, trademarks, slogans, domain names, illustrations, music, videos or pictures, protected or not by any Intellectual Property Rights, which are created or owned by either Party and/or its third party licensors prior to or outside the scope of Contract without the use of any Intellectual Property Rights of the other Party.

"**Intellectual Property Rights**" means any and all intellectual property rights, including (without implying limitation) patents, rights to apply for patents, rights to inventions, copyrights and all applications and registration of such, trademarks, trade names, business names, service marks and domain names, rights in get-up, goodwill, schematics, industrial models, inventions, know-how, trade secrets, background and foreground rights, computer software programs and the right to sue for

passing off, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information, and all other intangible proprietary information in each case whether registered, patentable or protectable and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Work Product**” means any and all outputs (in whatever form), including any documents, materials, contents, specifications, inventions, improvements, modifications, enhancements, derivatives, processes, methodologies, formulas, designs, drawings, information, data, databases, works of authorship, source code and binary form of software (and any derivative works, updates, upgrades or new releases thereof), in which any property right exists or may be acquired or asserted, and which are developed, discovered, invented, authored, or first reduced to practice by Supplier, alone or jointly with AMMEGA, in the course of providing the Products or Services under Contract; provided, however, that Work Product shall not include Pre-Existing Intellectual Property of Supplier or third parties.

6.2. Unless otherwise agreed in writing, each Party shall retain all rights, title and interests in and to their respective Pre-Existing Intellectual Property. Any Pre-Existing Intellectual Property provided by AMMEGA shall be used by Supplier only for AMMEGA’s benefit and only in connection with the performance of Contract. Supplier shall cease any use of AMMEGA’s Pre-Existing Intellectual Property and return or destroy relevant materials, documents, drawings, records and electronic data, etc. at the end of Contract, whether by expiration or termination, or on AMMEGA’s request.

6.3. All rights, title and interests, including Intellectual Property Rights, in and to all Work Product shall vest in AMMEGA as created, with no restrictions, free and clear of encumbrances, for use and exploitation directly or indirectly by AMMEGA as it sees fit in its sole discretion. AMMEGA retains the sole rights to obtain, hold and renew, in its own name, any Intellectual Property Rights in or to Work Product. To the extent that the Intellectual Property Rights shall not automatically vest in AMMEGA, Supplier hereby assigns all of its rights, title and interest in the Intellectual Property Rights to AMMEGA. Supplier shall take all reasonably requested actions and execute all reasonably requested documents to assist AMMEGA to apply for, prosecute, register, maintain, perfect, record or enforce its rights in any Work Product and Intellectual Property Rights therein.

6.4. Supplier agrees to cooperate with and assist AMMEGA, at AMMEGA’s expense, in order to export or transfer any portion of the Work Product to any other country. Supplier shall take any commercially reasonable steps necessary to protect the confidentiality of all Work Product.

6.5. To the extent Products or Services contain or rely on Supplier’s Pre-Existing Intellectual Property, Supplier shall ensure, the cost of which is included in the price of Products or Services, that AMMEGA receives a non-exclusive, non-assignable, worldwide license, to access and use Supplier’s Pre-Existing Intellectual Property for the purpose of using, operating or maintaining the Products or Services and for the maximum duration of legal protection applicable thereto.

7. REPRESENTATIONS AND WARRANTIES

7.1. Supplier warrants that all Products or Services:

- a) are brand new products,
- b) conform to the functional and/or technical specifications, drawings, samples, forming part of and incorporated into Contract,
- c) are of merchantable quality and free from Defects, deficiencies and non-conformities in design, materials and manufacture;
- d) conform to the state of the art for such products, and the sustainability for purposes contemplated in Contract or corresponding order confirmation;

- e) comply with the laws of the country where they are produced, sold and/or used,
- f) are equal to the samples or patterns or any certificate or analysis or conformance provided or given by either party;
- g) are fit for the purpose for which they are purchased by AMMEGA and for which AMMEGA intends to use them;
- h) are adequately inspected and tested during manufacturing process and prior to delivery in order to ensure the compliance with what has been agreed and the results of such inspections and tests will be supplied on request to AMMEGA; and
- i) are supplied with comprehensive instructions for use, where appropriate,
- j) will be free and clear of all liens, claims and encumbrances.

7.2. The warranty period during which the foregoing warranties apply shall be the longest of: (i) two years commencing on the date upon which AMMEGA accepts Products or Services; (ii) the duration of the warranty period extended by AMMEGA to its customer with respect to the product into which Products have been incorporated; or (iii) the warranty period offered by the Original Equipment Manufacturer (“**OEM**”) to end-users of products into which the Products are incorporated.

7.3. Additionally Supplier represents and warrants to AMMEGA that any Products or any use of the Products does not violate any intellectual property rights belonging to third parties, and that Supplier owns or has the necessary rights, including intellectual property rights, to perform its obligations under these Conditions.

7.4. Furthermore, Supplier agrees and expressly warrants that:

- a) it shall comply at all times with all Applicable Laws,
- b) if and when applicable, the Products and their packaging comply with all requirements of the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation Authorization, and Restriction of Chemicals (EC n°1907/2006 (“**REACH**”), and if and when applicable, of the European Regulation (EC) n°1272/2008, concerning the Classification, Labeling and Packaging of substances and mixtures (“**CLP**”). Any substance contained in the Products and their packaging shall be registered for the use(s) as identified by AMMEGA. Supplier shall provide relevant information in accordance with REACH or CLP for any chemical substance contained in the Products, including but not limited to information provided in the relevant Safety Data Sheet and any similar material document. Where the Products are articles according to REACH and put in the EU market, Supplier undertakes to inform AMMEGA in writing of any presence in the Products and their packaging of Substances of Very High Concern (“**SVHC**”) as soon as these SVHC are included in the “Candidate List” within the meaning of REACH (List of SVHC Candidates for Authorization), above 0.1% by weight for each single component of the Product and provides to AMMEGA the duly completed SVHC certificate and other documentation demonstrating compliance with this and other comparable Applicable Laws, as required by such Applicable Laws,
- c) it has obtained and will maintain, at its sole expense, all permissions, licenses and consents required to comply with its commitments under Contract;
- d) it will assign personnel who possess the requisite degrees of qualification, experience, training and skills required to fulfill the tasks assigned to them and who are familiar with the requirements of Contract;
- e) it has received all relevant information from AMMEGA, has had the opportunity to ask all necessary questions within the context of Contract, and has received appropriate answers to its full satisfaction;
- f) it shall respect the safety, health and hygiene rules and internal procedures and policies defined for AMMEGA’s site in which

premises any activities related to the provision of Products or Services are undertaken.

- g) The Supplier agrees to comply with AMMEGA's (i) Code of Conduct, (ii) Anti-Corruption Policy, (iii) Modern Slavery Act, (iv) Responsible Sourcing Policy, (v) SpeakUp Policy, (vi) Conflict of Interests Policy, (vii) Antitrust Policy, (viii) Human Rights Policy, (ix) Sanctions Policy, (x) Data Protection Policy, (xi) Conflict Minerals Statement in their most current version, as available on: www.ammega.com/policies

- 7.5. If Supplier breaches any of the representations and warranties as specified in Section 7, Supplier shall hold harmless and keep AMMEGA fully indemnified and shall ensure that AMMEGA in all matters is in the same situation as if the confirmed Purchase Order had been fulfilled in accordance with its content.

8. DELAYS. DEFECTS

- 8.1. In the event that a delivery is delayed, or in the event that Supplier anticipates that it will be unable to deliver Products or Services on the agreed date of delivery, Supplier must immediately notify AMMEGA, stating the reason for the delay. Such notification does not relieve the Supplier from its obligation to deliver on time.

- 8.2. **Defects Notification.** Any Products or Services that do not comply with Applicable Laws or agreed specification, including functional or technical specifications will be referred to as "Defective" and have "Defects". AMMEGA shall have a reasonable time to review and/or inspect all Products or Services to ascertain conformity to the agreed specification and Applicable Laws. Upon receipt of Products AMMEGA will only inspect Products for obvious Defects, such as transport damage and discrepancies of identity and quantity of the delivery, and AMMEGA will notify to Supplier any such Defect without undue delay. AMMEGA will notify other discovered Defects without undue delay upon their discovery. AMMEGA shall have no further inspection and Defects notification obligations.

- 8.3. If Supplier delivers Defective Products or does not deliver Products on time, AMMEGA shall, at its choice, be entitled to: (i) terminate Contract in whole or in part; (ii) withhold any payment due under Contract until Defective Products have been replaced or repaired or all delayed quantities have been fully delivered; (iii) to reject Defective or delayed Products and return them to Supplier at the Supplier's own risk and expense; (iv) require Supplier to repair or replace the Defective Products at its own costs and expenses, or to provide a full refund of the price of the Defective Products (if paid); (v) refuse to accept any subsequent delivery of Products which Supplier attempts to make; (vi) recover from Supplier any costs incurred by AMMEGA in obtaining substitute goods from a third party; (vii) claim damages for any other costs, loss or expenses incurred by AMMEGA which are in any way attributable to Supplier's failure to perform its obligations under Contract.

- 8.4. If Supplier delivers Defective Services or does not deliver Services on time, AMMEGA shall, at its choice, be entitled to: (i) terminate Contract in whole or in part; (ii) withhold any payments due under Contract until Supplier delivers Services in accordance with Contract; (iii) require Supplier to deliver Services in accordance with Contract; (iv) recover from Supplier any costs incurred by AMMEGA in outsourcing Services to a third party (vicarious performance); (v) claim damages for any other costs, loss or expenses incurred by AMMEGA which are in any way attributable to Supplier's failure to perform its obligations under Contract.

- 8.5. Notwithstanding and in addition to the foregoing, if Supplier fails to deliver Products or Services on time, Supplier shall, in any case, pay to AMMEGA delay damages equaling to 2% the total value of the relevant Contract for each commenced week of delay, up to a maximum of 10% of the total value of Contract, without prejudice to the right of AMMEGA of compensation of any further damages suffered. AMMEGA may deduct delay damages from the remuneration due to Supplier under Contract. If such delay

damages does not suffice to compensate for the losses that AMMEGA has suffered from or in connection with such default (including without limitation any delay damages or compensations AMMEGA has to pay to AMMEGA's customers or any third party), Supplier shall further pay to AMMEGA the difference between the delay damages and the foregoing losses, and all such remedies shall not affect the rights and remedies granted to AMMEGA under these Conditions or Applicable Laws.

- 8.6. Supplier's obligation to deliver the Products or Services, and AMMEGA's right to claim compensation for expenses in connection with the delayed or Defective delivery from the Supplier will not be affected in any way whatsoever by payment of delay damages according to this Section 8.

9. LIABILITY. INDEMNIFICATION

- 9.1. Supplier shall be liable for any and all damages suffered by and/or caused to AMMEGA, its employees and/or any third parties (including Ammega's clients) due to the Supplier, its employees, agents and/or representatives.

- 9.2. Supplier shall indemnify, defend and hold harmless AMMEGA, contractors, directors, agents, employees, successors and assignees from and against any and all losses, expenses (including all reasonable attorneys' fees and legal expenses), liabilities, claims (including third-party claims), and damages AMMEGA may incur or suffer arising out of or in relation to the gross negligence or wilful misconduct of Supplier, Supplier's personnel and its affiliates.

- 9.3. Supplier shall indemnify, defend and hold harmless AMMEGA, its officers, employees, agents, successors, assignees, customers, and users of its products from and against any and all losses, expenses, damages, claims, suits and liabilities (including, without limitation, recall, repair and replacement expenses and other incidental and consequential damages, liquidated damages and contractual penalties, court costs, attorneys' and other professional fees, government imposed actions or liabilities) arising out of or relating to: (i) an actual or alleged breach of any express or implied warranty with respect to Products or Services; (ii) an actual or alleged breach of any terms contained in Contract, including these Conditions; (iii) any tort, negligence or other claims premised in whole or in part on either an actual or alleged Defect in Products or Services, including without limitation to personal injuries or property damages; or (iv) an actual or alleged infringement of applicable product liability laws based on such Defects in AMMEGA's products that are reasonably attributable to Products.

- 9.4. Supplier shall also indemnify and defend AMMEGA from and against all losses, damages and expenses incurred as a result of any claim that Products or Services, or any component thereof, infringe, misappropriate, or contribute to the infringement or misappropriation of any third-party property rights. Further Supplier shall replace any infringing Products or Services with substitute, non-infringing Products or Services that comply with Contract or procure the necessary license for AMMEGA to receive the full benefits under Contract of Products or Services.

- 9.5. Supplier shall be insured for a reasonable amount, but never less than the value of Products and Services it supplies under Contract, against all risks arising from product liability, including recall risks, and shall, upon request, prove such insurance to AMMEGA by presenting its insurance certificate.

10. CONFIDENTIALITY & ADVERTISING

- 10.1. Each party undertakes to treat as confidential any information ("Confidential Information") received from the other party, using the same degree of care to prevent disclosure to third parties as it would to avoid disclosure, publication or dissemination of its Confidential Information. The duties and obligations to keep secret and secure the Confidential Information shall bind Parties during the term of Contract and shall survive expiry or termination of Contract between Supplier and AMMEGA for a period of five (5) years, or for five (5) years from the last commercial contact (e.g., purchase order, invoice) between the Parties.

- 10.2. Confidential information shall include all drawings, technical documents or other technical information relating to the Products or Services, the production hereof and/or AMMEGA, submitted by AMMEGA to the Supplier, prior or subsequent to an order. Such information or material shall remain the property of AMMEGA and may not, without the written consent of AMMEGA, otherwise be used for any other purpose than for which they were provided, be copied, reproduced, transmitted or communicated to a third party.
- 10.3. Confidential information shall not include information that: (a) is or becomes generally available to the other party than through that party's breach of this Agreement; (b) becomes rightfully known by the other party from a third party that is under no obligation to maintain the confidentiality of such information; or (c) the other party can substantiate it possessed prior to receipt of the confidential information.
- 10.4. Recipient shall: (i) restrict the access, possession, knowledge, and use of the Confidential Information to its employees, Affiliate's employees, subcontractors or agents who are directly involved in the performance of Contract and only to the extent that such Confidential Information is needed to accomplish their Contract-related mission; (ii) ensure that any individual to whom Confidential Information is disclosed is bound by obligations of confidentiality and secrecy at least as stringent as those contained herein; and (iii) be fully responsible for any unauthorized disclosure of Confidential Information by any individual to whom Confidential Information is disclosed as if such disclosure or breach were the Recipient's own. In the event Recipient is requested or required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose Confidential Information, the Recipient will provide AMMEGA prompt written notice of such requestor requirement so that AMMEGA may seek an appropriate protective order.
- 10.5. If an order involves processing of personal data (including log files) for which the AMMEGA is controller (as such term is defined in the EU or national legislation in force from time-to-time), the Supplier agrees (i) not to use such personal data for any purpose other than for the purposes of the Purchase Order and (ii) not to disclose it to any third party without AMMEGA's prior written consent (iii) undertakes to process them in full compliance with GDPR (Regulation (EU) 2016/679 of the Parliament and of the Council of 27 April 2016). The Supplier undertakes to take appropriate technical and organizational measures to protect personal data, which it processes according to the order.
- 10.6. Supplier shall not advertise or publish to any third party in any manner the fact that Supplier has contracted to furnish AMMEGA Products or Services covered by Contract or any terms of Contract (including prices), or use any trademarks, logos, photographs, video, any other digital media trade names of AMMEGA (collectively, the "**Materials**") in any press release, advertising or promotional materials, without AMMEGA's prior written approval.
- 10.7. Supplier, when using the AMMEGA logo or trademarks, shall (a) comply with all guidelines provided, either orally or in writing, from time to time by AMMEGA, and (b) submit for AMMEGA's written approval all advertising, promotional and communication materials containing any Materials. Supplier further undertakes not to register or exploit any trademarks, trade names, service marks, logos, domain names or the like that are identical or confusingly similar to AMMEGA logo.
- 10.8. Supplier shall not modify, alter or distribute to third parties any Materials (or any part thereof) without AMMEGA's prior written consent. Supplier undertakes to use the Materials only in relation to Products and Services.
- 10.9. Upon termination of the Contract, irrespective of the reason thereof, Supplier shall promptly and permanently cease and desist from using the Materials and return to AMMEGA or destroy, in accordance with AMMEGA's written instructions, all Materials.

11. INFORMATION SECURITY

Supplier shall be responsible for maintaining the security of its networks, data centers, systems and any means used to procure or provide the Products or Services in accordance with all Applicable Laws and for putting in place any measures reasonably necessary to prevent security issues, including a data security breach or other unauthorized access, the transmission of malicious code, or business interruption.

12. FORCE MAJEURE

12.1. For the purposes of this Section 12, "**Force Majeure**" means event or circumstances (or its effects) not existing on the date of Contract, that is unpredictable, cannot reasonably be avoided, is beyond the reasonable control of and exterior to the will of the Affected Party (as defined below), which is not due to the fault, negligence or breach of Contract by the Affected Party and which prevents the fulfillment, in whole or in part, of the Affected Party's contractual obligations. Force Majeure events may, to the extent the preceding definition is satisfied, include: (i) civil or foreign war, (ii) riots, (iii) strike, (iv) work stoppage, (v) fire, (vi) tremendous water damages, (vii) governmental decisions, (viii) enactment or implementation of regulations or legislation, court order, or any other restriction that has not been foreseeable, (ix) trade war, (x) explosion, (xi) natural disasters, and (xii) epidemic or pandemic diseases. For avoidance of doubt, the foregoing is a non-exhaustive list of potential Force Majeure events under the above definition.

12.2. If a Force Majeure event prevents a Party ("**Affected Party**") from complying with any of its obligations under Contract, the Affected Party shall be excused from performance and any liability for non-performance of those obligations, for so long and to the extent the Force Majeure event remains unavoidable to and outside the control of the Affected Party and the effects of the Force Majeure event cannot be mitigated by commercially reasonable measures.

12.3. The Affected Party shall inform the other Party in writing (by email with confirmation of receipt or any other appropriate means), within a commercially reasonable period of time following the occurrence or commencement of the Force Majeure event, of the specific circumstances which prevent the Affected Party from performing under Contract, along with the steps that are being taken to mitigate the impact of the Force Majeure event, and if possible, the expected duration of the suspension of the performance of its contractual obligations. The occurrence of a Force Majeure event does not discharge or otherwise release Supplier of its obligation to implement its disaster recovery plans.

12.4. If the Force Majeure event lasts for more than ninety (90) consecutive days from the date of the notice and prevents the Affected Party from performing its obligations under Contract during that period, the other Party is entitled, but not obliged, to terminate, as of right, Contract, with either immediate effect or subject to Reversibility Services and/or to an agreed period of notice without incurring any liability.

12.5. Neither Party shall be entitled to compensation from the other Party on account of a Force Majeure event.

13. TERMINATION

13.1. **Termination for Cause.** Without prejudice to any other rights and remedies a Party may have pursuant to the Applicable Laws or under Contract, and subject to the performance of Reversibility Services (at AMMEGA's sole discretion and option), either Party ("**Non-defaulting Party**") may terminate, as of right, Contract by giving written notice to the other Party if the latter ("**Defaulting Party**") commits a breach of Contract and fails to remedy that breach within thirty (30) calendar days after receipt of written notice from the Non-defaulting Party.

13.2. **Termination for Change of Control.**

13.2.1. Supplier shall notify AMMEGA of any Change of Control as soon as possible and at the latest within thirty (30) days of such change of Control becoming effective. For the purposes of this termination provision, “**Change of Control**” shall mean the acquisition by a third party of direct or indirect Control of the Supplier, whether by merger, acquisition or other equivalent transactions. “**Control**” exists if: (i) one company holds the majority of the voting rights of the shareholders of another company; (ii) one company has the right regarding another company to appoint or to dismiss the majority of the members of the administrative, managerial or supervisory bodies which determine the financial and business policies; or (iii) one company has the right to determine the financial and business policy on the grounds of an agreement entered with another company or on the grounds of a provision in the articles of association of the other company.

13.2.2. Change of Control of Supplier without notice constitutes a material breach of Contract, and AMMEGA may, without incurring any liability or financial obligation, terminate Contract, as of right, subject to point 13.5 “Reversibility Services” below by giving notice in writing to Supplier within thirty (30) days of (i) the Change of Control becoming effective or (ii) the date AMMEGA becomes aware of such Change of Control, whichever is later.

13.3. **Termination with immediate effect.** Either Party may, without incurring any liability or financial obligation, terminate, as of right, Contract by giving written notice having immediate effect to the other Party if the other Party, at any time, (i) suffers an event including winding-up, dissolution, administration, bankruptcy, liquidation, insolvency, receivership or any analogous proceeding and/or any step taken in relation to it; (ii) ceases operations or substantially all of its assets are sold; (iii) breaches Sections 7 (Representations and warranties), 10 (Confidentiality & Advertising) or 9 (Liability. Indemnification); or (iv) breaches a material obligation in Contract that is not capable of remedy.

13.4. **Termination for Convenience.** In addition to the foregoing, AMMEGA may terminate, as of right, Contract, for any reason or no reason, by providing ninety (90) days prior written notice to Supplier.

13.5. **Reversibility Services.** Upon termination of Contract, Supplier shall, at AMMEGA’s sole discretion and option, complete any orders or work in progress, that were subject of a Contract dated prior to the date of Contract’s expiration or any termination notice. Such orders, work in process and delivery of the Products or Services shall remain subject to the terms of Contract.

14. GOVERNING LAW & JURISDICTION

14.1. An order and any non-contractual obligations arising out of or in connection with it shall be governed by, and interpreted in accordance with, the laws of the country or state where AMMEGA has its registered office, excluding the choice of law provisions. The application of the UN Convention on Contracts for the International Sale of Goods 1980 is expressly excluded.

14.2. The competent courts for the city in which AMMEGA has its registered office shall have exclusive jurisdiction to hear and determine any legal proceedings arising out of or in connection with the order or any matter contemplated by it.

15. INDEPENDENT CONTRACTOR

Supplier is and shall be an independent contractor in all respects and nothing in Contract is intended or shall be deemed to create any partnership or joint venture, or any relationship of principal and agent or employer and employee between AMMEGA and Supplier. Neither Party has the authority or power to bind, to contract in the name of, or to create a liability for the other Party.

16. ASSIGNMENT AND SUBCONTRACTING

Supplier shall not assign, subcontract or transfer any obligation or right under Contract without the prior written consent of AMMEGA, and any such assignment, subcontract, or transfer without AMMEGA’s consent shall be null and void. Supplier shall in all events remain fully liable to

AMMEGA for the full and complete performance of Contract. Should AMMEGA consent, Supplier shall ensure that any subcontractor shall be bound by and comply with the terms of Contract and that AMMEGA may, at its option, have direct recourse against any subcontractor (in addition to Supplier).

17. NON-WAIVER

Either Party’s failure or delay to enforce a right or claim under Contract shall not be construed as a waiver or release of such claim, or similar claims which may arise in the future, or in any way prejudice any right of that Party under Contract. Any waiver by either Party of any of its rights under Contract must be in writing and only applies to the transaction or series of transactions expressly referred to in such waiver.

18. NOTICES

Any notice required or permitted under Contract must be in writing (including email) and must be served by delivering or sending it to a Party in a manner that ensures receipt of the notice can be proved.

19. ELECTRONIC SIGNATURE

Where the Parties have agreed to sign Contract by electronic signature, where and to the extent recognized by Applicable Law, an electronic signature made through the means of Electronic Transmission as defined hereinafter shall be as legally binding as a physical signature. “Electronic Transmission” shall mean any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, provided that the transmission is secure and all actions are tracked and recorded by a reliable system, such record being able to be retained, retrieved and reproduced by the recipient and the sender.

20. SURVIVAL

Any provision of Contract which by its nature shall survive expiry or termination of Contract shall remain in full force after such expiry or termination.

21. REMEDIES CUMULATIVE

All remedies available to the Parties under Contract are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not be deemed to exclude other remedies, whether in law or equity.

PART B. COUNTRY SPECIFIC TERMS AND EXCEPTIONS

CHINA

Section 4. Price and Payment

Section 4 shall be supplemented by the following new paragraph:

4.7. Supplier shall also provide other required documents together with invoices in accordance with Applicable Laws and AMMEGA’s instructions for AMMEGA’s payment and tax purpose (for example, *fapiao*s under tax laws of the People’s Republic of China).

Section 9. Liability, indemnification

Section 9 shall be supplemented by the following new paragraph:

9.6. To further clarify, the expenses and costs that shall be borne by Supplier under this Section also include actual costs which AMMEGA spends for legal actions (litigation or others) against Supplier or given rise to due to defaults of Supplier, such as attorneys’ fees, asset preservation insurance fees, translation fees, costs for appraisal and examination, as well as fees for notarization, legalization and apostille, etc.

Section 10. Confidentiality & Advertising

Section 10 shall be supplemented by the following new paragraph:

10.10. Supplier acknowledges that AMMEGA may process certain personal data, such as contact information set out in the Contract, about Supplier and/or its agents, representatives, employees or other related third parties for its own purposes including for the purposes of: (i) processing Purchase Orders; (ii) managing the Products and Services provided by Supplier. Supplier further warrants that it shall comply with all Applicable Laws in the relevant jurisdiction which it is subject to and shall complete all necessary steps in order for AMMEGA to legitimately process the aforementioned personal information on Supplier's behalf, including to obtain sufficient and necessary consent, filings, approvals, permits from individual data subjects, competent regulatory authorities, and/or any third parties. Supplier may request access to and correction of the personal information or exercise any other rights it may have in respect of this personal data. More details on AMMEGA's data processing activities are set out in its Data Protection Policy and a current version is available at: www.ammega.com/wp-content/uploads/Ammega-Data-Protection-Policy.pdf.

Section 18. Notices

Section 18 shall be supplemented by the following new paragraph:

18.2. To avoid doubts, Parties shall be responsible for the validity of the contact information in the Contract (if any). A notice shall be valid and sufficient if dispatched by e-mail or mail to the address of a Party as set forth in the Contract, even if the notice cannot be delivered successfully.

CZECH REPUBLIC

Following paragraph:

This document consists of two parts: Part A contains the terms and conditions that generally apply to all purchases of Products and Services carried out by AMMEGA worldwide.

Part B contains country specific sets of terms and conditions which amend and integrate Part A and which respectively apply in the relevant AMMEGA's jurisdiction only. In the case of a conflict or any discrepancy between Part A and Part B, the provisions of Part B shall prevail.

These Conditions shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing. These Conditions shall also govern all future transactions between the Parties and shall also apply if AMMEGA accepts delivery despite knowledge of differing or contrary terms.

shall be amended to read as below:

Conditions are the business terms and conditions within the meaning of s. 1751 of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as "**Civil Code**").

Conditions are an integral part of Contract concluded between AMMEGA and the Supplier for deliveries of Products and Services made to AMMEGA, if the Agreement/Purchase order confirmed by Supplier refers to Conditions within the meaning of s. 1751/ 1 of the Civil Code, or if Agreement was concluded/Purchase order was confirmed by Supplier after Supplier had accepted (confirmed) especially with signature of Supplier these Conditions.

Receipt of Products or Services shall not be construed as a tacit acceptance by AMMEGA of Supplier's conditions.

Section 1. Purchase Orders and Order confirmation

Section 1 point 1.3. shall be amended to read as below:

1.3. AMMEGA reserves the right to revoke all or any part of a Purchase Order for convenience upon written notice to Supplier without payment or further liability to Supplier. Within the meaning of s.1738 Code Civil Purchase Order may be revoked only if the revocation reaches Supplier before Supplier has dispatched the acceptance of the Purchase Order.

Section 1 point 1.5. shall be amended to read as below:

1.5. Any departure in the order confirmation from Purchase Order received shall be considered agreed only once expressly confirmed in writing or electronically by AMMEGA. Therefore, within the meaning of s. 1740/3 (last sentence) Civil Code the conclusion of a Contract based on the acceptance of Purchase Order with an addendum or a variation is expressly excluded, even if it is an addendum or a variation which does not substantially alter the terms of Purchase order. The same shall apply to subsequent Contract amendments.

Section 3. Delivery of Services

Section 3 point 3.4. shall be amended to read as below:

3.4. Title to Services shall transfer to AMMEGA upon the performance of the Services. Within the meaning of s. 2604 Civil Code Services are presumed to have been performed once Services have been completed and handed over.

Section 7. Representations and warranties

Section 7 shall be supplemented by the following new paragraph:

7.6. For clarification, Supplier hereby expressly provides AMMEGA with a warranty within the meaning of Section 2113, Section 2114 et seq. Civil Code.

Supplier primarily warrants (guarantees) that for the duration of the warranty period – under agreed (otherwise normal) use – all Products or Services will be free of Defects, will retain their functions and performance and will have the properties listed in this Section 7 and will meet the requirements listed in this Section 7 or arising from this Section 7.

The length of the warranty period is always 2 years commencing on the date upon which AMMEGA accepts Products or Services, unless longer warranty period is stated especially in this Section 7 (this does not exclude the provision of a longer warranty period by Supplier, e.g. in an individual contract or warranty statement).

AMMEGA has the right arising from the warranty to, in particular:

- i. withdraw from Contract in whole or in part,
- ii. have Defect removed by having a new Defect-free Product/Service or missing Product/Service (missing part of it) supplied,
- iii. the removal of Defect by having Product/Service repaired,
- iv. a reasonable reduction of the price of Product/Service.

The choice of warranty rights belongs to AMMEGA.

Without prejudice to other claims of AMMEGA, in the event that Supplier does not remove the notified Defect within a reasonable time or if Supplier refuses to remove the notified Defect, AMMEGA is entitled to remove Defect itself or by a third party, with Supplier being obliged to reimburse AMMEGA for the costs incurred for removal Defects, within 14 days of their application by AMMEGA. Removing Defect at the Supplier's expense does not void the warranty or limit its scope.

Without prejudice to other claims of AMMEGA, in the event that Supplier does not remove the notified Defect within a reasonable time or if Supplier refuses to remove the notified Defect, AMMEGA is entitled to withdraw from Contract in whole or in part.

This does not affect other obligations of Supplier and rights of AMMEGA.

Section 8. Delays. Defects

Section 8 point 8.3. shall be amended to read as below:

8.3. If Supplier delivers Defective Products or does not deliver Products on time, AMMEGA shall, at its choice, be entitled to: (i) withdraw from Contract in whole or in part; (ii) withhold any payment due under Contract until Defect Products have been replaced or repaired or all delayed quantities have been fully delivered; (iii) to reject Defective or delayed Products and return them to Supplier at the Supplier's own risk and expense; (iv) require Supplier to repair or replace the rejected Products at its own costs and expenses, or to provide a full refund of the price of the rejected Products (if paid); (v) procure the substitute Products in question at Supplier's expense from a third party and recover from Supplier any costs incurred by AMMEGA in obtaining substitute goods

from a third party; (vii) claim damages for any other costs, loss or expenses incurred by AMMEGA which are in any way attributable to Supplier's failure to perform its obligations under Contract. The above mentioned shall not affect the rights and remedies granted to AMMEGA under the Czech law (especially but not only rights arising from a defective performance).

Section 8 point 8.4. shall be amended to read as below:

8.4. If Supplier delivers Defective Services or does not deliver Services on time, AMMEGA shall, at its choice, be entitled to: (i) withdraw from Contract in whole or in part; (ii) withhold any payments due under Contract until Supplier delivers Services in accordance with Contract; (iii); (iv) require Supplier to deliver Services in accordance with Contract; (v) outsource Services to a third party at Supplier's expense and recover from Supplier any costs incurred by AMMEGA in outsourcing Services to a third party (vicarious performance); (vii) claim damages for any other costs, loss or expenses incurred by AMMEGA which are in any way attributable to Supplier's failure to perform its obligations under Contract. The above mentioned shall not affect the rights and remedies granted to AMMEGA under the Czech law (especially but not only rights arising from a Defective performance).

Section 8 point 8.5. shall be amended to read as below:

8.5. Notwithstanding the foregoing, if Supplier fails to deliver Products or Services on time, Supplier shall, in any case, pay to AMMEGA contractual penalty equaling to 2% the total value of the relevant Contract for each commenced week of delay, up to a maximum of 10% of the total value of Contract. AMMEGA may deduct contractual penalty from the remuneration due to Supplier under Contract. If such contractual penalty does not suffice to compensate for the losses that AMMEGA has suffered from or in connection with such default (including without limitation any delay damages or compensations AMMEGA has to pay to AMMEGA's customers or any third party), Supplier shall further pay to AMMEGA the difference between the contractual penalty and the foregoing losses, and all such remedies shall not affect the rights and remedies granted to AMMEGA under these Conditions or Applicable Laws.

Section 8 point 8.6. shall be amended to read as below:

8.6. Supplier's obligation to deliver Products or Services, and AMMEGA's right to claim compensation for expenses in connection with the delayed or Defective delivery from Supplier will not be affected in any way whatsoever by payment of contractual penalty according to this Section 8. The provision of s. 2049 Civil Code will apply so payment of a contractual penalty does not relieve the Supplier of the duty to discharge the debt corroborated by the contractual penalty.

Section 12. Force Majeure

Section 12 point 12.4. shall be amended to read as below:

12.4. If the Force Majeure event lasts for more than ninety (90) consecutive days from the date of the notice and prevents the Affected Party from performing its obligations under Contract during that period, the other Party is entitled, but not obliged, to terminate, as of right, Contract, with either immediate effect and/or to an agreed period of notice without incurring any liability.

Section 13. Termination

Section 13 shall be supplemented by the preceding new paragraph:

13.0. By the term "withdrawal" is in Conditions meant the withdrawal of Contract (or part of it) within the meaning of s. 2001 Civil Code.

By the term "termination" is in Conditions meant the termination of obligation (Contract) within the meaning of s.1998 Civil Code. If Party terminates an obligation (Contract), the obligation (Contract) is extinguished upon the expiry of the notice period. However, if an obligation (Contract) may be terminated without a notice period, the obligation (Contract) is extinguished on the effective date of the notice of termination.

Section 13 point 13.1. shall be amended to read as below:

13.1. **Termination for Cause.** Without prejudice to any other rights and remedies a Party may have pursuant to Applicable Laws or under Contract, either Party ("**Non-defaulting Party**") may terminate, as of right, Contract without notice period by giving written notice of termination to the other Party ("**Defaulting Party**") if the Defaulting Party commits a breach of Contract and fails to remedy such breach within thirty (30) calendar days after receipt of written request for remedy from the Non-defaulting Party.

Section 13 point 13.2.2. shall be amended to read as below:

13.2.2. Change of Control of Supplier without notice constitutes a material breach of Contract, and AMMEGA may, without incurring any liability or financial obligation, terminate Contract without notice period, as of right, by giving notice of termination in writing to Supplier within thirty (30) days of (i) the Change of Control becoming effective or (ii) the date AMMEGA becomes aware of such Change of Control, whichever is later.

Section 13 point 13.3. shall be amended to read as below:

13.3. **Termination with immediate effect.** Subject to Applicable Laws, either Party may, without incurring any liability or financial obligation, terminate, as of right, Contract without notice period by giving written notice of termination to the other Party if the other Party, at any time, (i) suffers an event including winding-up, dissolution, administration, bankruptcy (this right lasts after the declaration of bankruptcy for the assets of the other Party even for the period during which the insolvency administrator can state that he will fulfill Contract), liquidation, insolvency, receivership or any analogous proceeding and/or any step taken in relation to it; (ii) ceases operations or substantially all of its assets are sold; (ii) breaches Sections 7) (Representations and warranties), 10 (Confidentiality § Advertising) or 9 (Indemnification. Liability); or (iii) breaches a material obligation in Contract that is not capable of remedy.

Section 13 point 13.4. shall be amended to read as below:

13.4. **Termination for Convenience.** To the extent allowed by Applicable Laws, and in addition to the foregoing, AMMEGA may terminate, as of right, Contract concluded for a definite or an indefinite period that obliges at least one Party to perform a continuous or recurrent activity (especially to continuous or recurrent deliveries of Products or Services), for any reason or no reason, by giving written notice of termination to Supplier. The notice period is ninety (90) days. The notice period commences on the first day following the day in which the notice of termination reached Supplier.

Section 13 point 13.5. shall be deleted.

Section 14. Governing law & Jurisdiction

Section 14 point 14.1. shall be amended to read as below:

14.1. An order and any non-contractual obligations arising out of or in connection with it shall be governed by, and interpreted in accordance with, the laws of the country or state where AMMEGA has its registered office, excluding the choice of law provisions. The application of the UN Convention on Contracts for the International Sale of Goods 1980 is expressly excluded.

In the event that Czech law applies to Contract: In cases not regulated by Contract, the relations between AMMEGA and Supplier shall be governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code, as amended. Supplier agrees with AMMEGA that commercial practice does not take precedence over the provisions of the law, which do not have binding effects.

Application of Section 1757 (2) (3), Section 1799, Section 1800, Section 1950, Section 1978 (2), Section 2050, Section 2605 (2) and Section 2613 of the Civil Code is excluded in connection with Contract.

Section 18. Notices

Section 18 shall be amended to read as below:

Any notice/request required or permitted under Contract must be in writing (including email) and must be served by delivering or sending it to a Party in a manner that ensures receipt of the notice can be proved.

FINLAND

Section 16. Assignment and subcontracting

Section 16 shall be amended to read as below:

Supplier shall not assign, subcontract or transfer any obligation or right under Contract without the prior written consent of AMMEGA, and any such assignment, subcontract, or transfer without AMMEGA's consent shall be null and void. Supplier shall in all events remain fully liable to AMMEGA for the full and complete performance of Contract. Should AMMEGA consent, Supplier shall ensure that any subcontractor shall comply with the terms of Contract. Supplier shall be fully liable for the work performed by its subcontractor.

FRANCE

Section 4. Price and Payment

Section 4 point 4.5. shall be amended to read as below:

4.5. Unless otherwise explicitly agreed, the conditions of payment shall be 60 days from the date of the invoice for all suppliers, or 45 days from the date of the invoice for periodic invoices.

Section 4 shall be supplemented by the following new paragraph:

4.7. In the event of late payment, late payment penalties shall be due from the first day of delay and for each day of delay at a rate of 3 times the legal interest rate. A fixed indemnity of 40 euros to cover collection costs will also be payable.

Section 19. Electronic signature

Section 19 shall be supplemented by the following new paragraph:

Where the Parties have agreed to sign the Contract by electronic signature, this is within the meaning of the provisions of Articles 1367 et seq. of the French Civil Code. Accordingly, they declare that the electronic version of the Contract constitutes the original of the document and is perfectly valid between them. The Parties declare that the contract in its electronic form constitutes literal proof within the meaning of article 1367 of the French Civil Code and has the same evidential value as a written document on paper in accordance with article 1366 of the French Civil Code and may be validly invoked against them. Each of the Parties acknowledges that the electronic signature solution used corresponds to a sufficient degree of reliability to identify the signatories and to guarantee the link between each signature and the contract. The Parties therefore undertake not to contest the admissibility, enforceability or evidential value of the contract signed in electronic form.

GERMANY

Following paragraph:

These General Conditions of Purchase ("**Conditions**") shall apply to all deliveries of products ("**Products**") and services ("**Services**") made to Ammega Group B.V. and all its direct or indirect subsidiaries and affiliated companies (each of such entities, "**AMMEGA**"). These Conditions, together with the agreement between the Ammega and the entity providing Products and/or Services ("**Supplier**") and together with AMMEGA, the "**Parties**", if any ("**Agreement**"), or together with the Purchase Order (as amended and integrated from time to time) are collectively or individually referred to herein as the "**Contract**". Signature of a Contract by both Parties is deemed acceptance of such Contract, including these Conditions.

shall be supplemented by the following new paragraph:

These General Terms and Conditions of purchase shall only apply vis-à-vis entrepreneurs, governmental entities, or special governmental estates.

Following paragraph:

Supplier recognizes that AMMEGA is entitled to amend the conditions from time to time, to ensure that it complies with the most updated laws and regulations and commercial needs. Such amendments will become effective when they are published on AMMEGA's website, not subject to any prior notice to Supplier. Conditions are, in its most current version, available on: www.ammega.com/general-conditions

shall be amended to read as below:

Unless otherwise agreed, the Conditions in the version valid at the time of the Purchase Order or, in any case, in the version last notified to the Supplier in text form shall also apply as a framework agreement for similar future contracts without AMMEGA having to refer to them again in each individual case. Conditions are, in its most current version, available on: www.ammega.com/general-conditions

Section 1. Purchase Orders and Order Confirmation

Section 1 point 1.2. shall be amended to read as below:

1.2. Any purchase orders ("**Purchase Orders**") shall become binding only once they are placed in writing or electronically by a duly authorized representative of AMMEGA. Supplier shall be deemed to have accepted the Purchase Order and to have formed a Contract when Supplier does any of the following:

- a) begins performance under Purchase Order;
- b) confirms Purchase Order.

Section 1 point 1.3. shall be amended to read as below:

1.3. AMMEGA reserves the right to revoke its declaration of intent to conclude a Contract in whole or in part by written notification to the supplier prior to conclusion of the contract, without any payment or further liability to the supplier resulting from this revocation.

Section 2. Delivery of Products

Section 2 point 2.2. shall be amended to read as below:

2.2. All delivery dates stated in the Purchase Order or otherwise agreed are binding.

The Supplier is obliged to inform AMMEGA immediately of any impending or actual non-observance of a delivery date, its causes and the expected duration of the delay.

If the date on which delivery is to be made at the latest can be determined by calendar on the basis of the contract, the Supplier shall be deemed to be in default on expiry of this date without the need for a reminder from AMMEGA.

In the event of a delay in delivery, AMMEGA shall be entitled to all statutory rights without restriction.

Section 2 point 2.5. shall be amended to read as below:

2.5. Any processing, mixing or combination (further processing) of provided items by the Supplier is performed on AMMEGA's behalf. The same shall apply in the event of further processing of the delivered goods by AMMEGA, so that AMMEGA shall be deemed to be the manufacturer and shall acquire ownership of the Product at the latest upon further processing in accordance with the statutory provisions.

The transfer of ownership of the goods to AMMEGA shall be unconditional and without regard to the payment of the price. However, if in individual cases AMMEGA accepts an offer of the supplier to transfer the ownership conditional on the payment of the purchase price, the supplier's reservation of ownership shall expire at the latest upon payment of the purchase price for the delivered goods. AMMEGA shall remain authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, with assignment in advance of the claim arising therefrom (alternatively, the simple reservation of

ownership extended to the resale shall apply). This excludes all other forms of reservation of ownership, in particular the extended reservation of ownership, the forwarded reservation of ownership and the reservation of ownership extended to further processing.

Section 3. Delivery of Services

Section 3 point 3.5. shall be amended to read as below:

3.5. Acceptance of Products or Services. Inspection of, use of or payment for delivered Products or Services shall not constitute acceptance thereof. AMMEGA is entitled to reject Products and/or Services that are defective or do not comply with the Supplier's guarantees. The right of rejection shall not apply to insignificant defects. Furthermore, AMMEGA shall be entitled to assert all rights and remedies arising from such defectiveness or non-conformity.

Section 4. Price and payment

Section 4 point 4.1. shall be amended to read as below:

4.1. The price stated in the Purchase Order is binding. All prices include the statutory value added tax if this is not shown separately.

Section 4 point 4.2. shall be amended to read as below:

4.2. Unless otherwise agreed in the individual case, the price shall include all Services and additional Services of the Supplier (e.g. assembly, installation) as well as all additional costs (e.g. proper packaging, transport costs including any transport and liability insurance).

Section 4 point 4.5. shall be amended to read as below:

4.5. The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice within the meaning of this Section. If payment is made within 14 calendar days, the Supplier shall grant AMMEGA a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made in due time if our transfer order is received by our bank before expiry of the payment deadline; AMMEGA shall not be responsible for any delays caused by the banks involved in the payment process.

Section 5. Ammega's property

Section 5 point 5.1. shall be supplemented by the following new wording:

The Supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without AMMEGA's written consent. He shall return these tooling, equipment, samples, documents, materials or other property to AMMEGA in full at AMMEGA's request if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a Contract. In this case, any copies made by the Supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.

Section 5 point 5.2. shall be amended to read as below:

5.2. All such AMMEGA's Property shall be protected from loss, damage, or encumbrances while in the custody of Supplier; shall be used solely for the benefit of AMMEGA in the provision of Products or Services and in compliance with all warnings, instructions of use and Applicable Laws. The Supplier shall insure the items provided against damage of any kind to a reasonable extent. The costs of their maintenance and repair shall be borne by the contracting parties - in the absence of any agreement to the contrary - in equal parts. However, insofar as these costs are attributable to defects in the items manufactured by the Supplier or to improper use on the part of the Supplier, its employees or other vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify AMMEGA immediately of any damage to these tools and models that is not merely insignificant. Upon request, the Supplier shall be obliged to return them to AMMEGA in proper condition if they are no

longer required by the Supplier for the performance of the contracts concluded with AMMEGA.

Section 5 point 5.3. shall be deleted.

Section 6. Intellectual Property Rights

Section 6 point 6.2. shall be amended to read as below:

6.2. Unless otherwise agreed in writing, each Party shall retain all rights, title and interests in and to their respective Pre-Existing Intellectual Property. Any Pre-Existing Intellectual Property provided by AMMEGA shall be used by Supplier only for AMMEGA's benefit and only in connection with the performance of Contract. Supplier shall cease any use of AMMEGA's Pre-Existing Intellectual Property at the end of Contract, whether by expiration or termination. The same shall apply upon AMMEGA's request if the intellectual property is no longer required for the performance of the contracts concluded with AMMEGA.

Section 6 shall be supplemented by the following new paragraph:

6.4. The parties will reach a separate agreement on this.

Section 12. Force Majeure

Section 12 point 12.1. shall be amended to read as below:

12.1. For the purposes of this Section 12, "Force Majeure" means event or circumstances (or its effects) not existing on the date of Contract, that is unpredictable, cannot reasonably be avoided, is beyond the reasonable control of and exterior to the will of the Affected Party, which is not due to the fault, negligence or breach of Contract by the Affected Party and which prevents the fulfillment, in whole or in part, of the Affected Party's contractual obligations. Force Majeure events may, to the extent the preceding definition is satisfied, include: (i) civil or foreign war, (ii) riots, (iii) strikes and lawful lockouts, (iv) operational disruptions or official orders, insofar as they are not the fault of either party, (v) fire, (vi) tremendous water damages, (vii) other restriction that has not been foreseeable, (viii) trade war, (ix) explosion, (x) natural disasters, and (xi) epidemic or pandemic diseases. For avoidance of doubt, the foregoing is a non-exhaustive list of potential Force Majeure events under the above definition.

Section 13. Termination

Section 13 point 13.1. shall be amended to read as below:

13.1. **Termination for Cause.** Without prejudice to any other rights and remedies a Party may have pursuant to the Applicable Laws or under Contract, and subject to the performance of Reversibility Services (at AMMEGA's sole discretion and option), either Party ("**Non-defaulting Party**") may terminate, as of right, Contract by giving written notice to the other Party ("**Defaulting Party**") if the Defaulting Party commits a breach of Contract and fails to remedy that breach within thirty (30) calendar days after receipt of a written request for performance from the Non-defaulting Party.

Section 16. Assignment and subcontracting

Section 16 shall be amended to read as below:

Supplier shall not assign, subcontract or transfer any obligation or right under Contract without the prior written consent of AMMEGA. Any such assignment, subcontract, or transfer without AMMEGA's consent shall be invalid. This shall not apply insofar as monetary claims are concerned. Supplier shall in all events remain fully liable to AMMEGA for the full and complete performance of Contract. Should AMMEGA consent, Supplier shall ensure that any subcontractor shall be bound by and comply with the terms of Contract and that AMMEGA may, at its option, have direct recourse against any subcontractor (in addition to Supplier). This shall not apply insofar as monetary claims are concerned.

ITALY

Section 3. Delivery of Services

Section 3 point 3.3. shall be supplemented by the following new subpoints:

- l) pay the employees and professionals performing Services, a remuneration not less than that established by the applicable individual and collective agreements;
- m) provide for the fulfillment of all obligations deriving from laws concerning social insurance for its employees, social security and taxation on employee income, as well as to comply with any other formalities and undertakings, even if ancillary to the employment relationship, provided for by laws, individual or collective agreements.

Section 7. Representation and warranties

Section 7 shall be supplemented by the following new paragraphs:

7.6. Supplier undertakes to comply with all provisions of the applicable law, collective agreements and individual employment contracts, as applicable to the existing employment relationships between Supplier and its employees; in particular, Supplier must comply with all obligations relating, by way of example and not exhaustively, to labor and social security issues, the prevention of accidents at work and insurance aspects, and must provide for the payment of any sum or amount due by law to its employees, social security institutions, public insurance institutions or any competent authority or institution (including - but not limited to - salaries, taxes and social security contributions, contributions for compulsory insurance) pursuant to Applicable Laws, applicable collective agreements or individual employment contracts, as appropriate.

Supplier will be entirely and exclusively responsible and must hold AMMEGA completely harmless from any claim, request, damage, cost or request for compensation and also - in general - from any liability that AMMEGA may incur as a consequence of (or in connection with) any failure by Supplier to fulfill any obligation towards its employees, any tax or social security body, any insurance company or in any case any competent authority or body, when such failure is in any way connected with the employment relationship between the Supplier and its employees.

7.7. In case Services are to be rendered at the premises of AMMEGA, AMMEGA will inform Supplier about the prevention and emergency measures applicable to its premises and Services (if any) and will provide a copy of the DUVRI to Supplier (if necessary).

7.8. Supplier undertakes to ensure that its personnel involved in the provision of Services comply with all the provisions set forth in Legislative Decree no. 81/2008, and to take all necessary measures to ensure compliance with the rules on accident prevention, safety and hygiene at work, using all the most appropriate precautions to prevent any damage to AMMEGA's infrastructures and holding AMMEGA harmless from any claims by the personnel involved in Services and/or third parties in this regard.

7.9. In compliance with the provisions of Paragraph 5, Article 26 of Legislative Decree 81/08 as amended by Legislative Decree 106/09, Supplier will inform AMMEGA of the amount of the consideration it will obtain from Services which will be invested by Supplier itself to minimize occupational health and safety risks.

Numbering of: point 7.5. shall be changed to: point 7.10.

Section 8. Delays. Defects

Section 8 point 8.5. shall be amended to read as below:

8.5. Notwithstanding the foregoing, if Supplier fails to deliver Products or Services on time, Supplier shall, in any case, pay to AMMEGA delay damages equaling to 2% the total value of the relevant Contract for each commenced week of delay, up to a maximum of 10% of the total value of Contract. AMMEGA may compensate the amount due as delay damages with the amount due as remuneration to Supplier under Contract. If such delay damages does not suffice to compensate for the losses that AMMEGA has suffered from or in connection with such default (including

without limitation any delay damages or compensations AMMEGA has to pay to AMMEGA's customers or any third party), Supplier shall further pay to AMMEGA the difference between the delay damages and the foregoing losses, and all such remedies shall not affect the rights and remedies granted to AMMEGA under these Conditions or Applicable Laws.

Section 13. Termination

Section 13 point 13.3. shall be amended to read as below:

13.3. **Termination with immediate effect.** Subject to Applicable Laws, either Party may, without incurring any liability or financial obligation, terminate, as of right, Contract by giving written notice having immediate effect to the other Party if the other Party, at any time; (i) ceases operations or substantially all of its assets are sold; (ii) breaches Sections 7) (Representations and warranties), 10 (Confidentiality & Advertising) or 9 (Indemnification. Liability); or (iii) breaches a material obligation in Contract that is not capable of remedy.

Section 16. Assignment and subcontracting

Section 16 shall be amended to read as below:

Supplier shall not assign, subcontract or transfer any obligation or right under Contract without the prior written consent of AMMEGA, and any such assignment, subcontract, or transfer without AMMEGA's consent shall be null and void. Supplier shall in all events remain fully liable to AMMEGA for the full and complete performance of Contract. Supplier shall be fully liable for the work performed by its subcontractor and shall cause the subcontractor to be compliant with the applicable laws (including but not limited to the provisions of legislative decree 81/08 and of legislative decree 152/2006, to the extent applicable).

NETHERLANDS

Section 2. Delivery of Products

Section 2 shall be supplemented by the following new paragraph:

2.3. All terms are strict terms as meant in Article 6:83 section a of the Dutch Civil Code.

Section 8. Delays. Defects

Section 8 shall be supplemented by the following new paragraph:

8.5. This Section does not in any way exclude the right of AMMEGA to claim statutory damages next to the penalty and/or fulfillment of the obligation, therefore this Section explicitly deviates from Article 6:91 paragraphs 1 to 3 of the Dutch Civil Code.

POLAND

Section 4. Price and payment

Section 4 shall be supplemented by the following new paragraphs:

4.7. In addition to the requirements of Section 4 points 4.1.-4.6, prior to performing its obligations under the Contract, Supplier shall:

- a) provide its bank account details in accordance with the provisions of the Act of 6 March 2018 The Entrepreneurs' Law (Journal of Laws, consolidated text No. 2023, item 221, as amended);
- b) the bank account to which payment for the delivery of Products or Services will be made is on the so-called "white list" of VAT taxpayers;
- c) declare whether the obligatory/voluntary application of the split payment mechanism in accordance with the provisions of the Act of 11 March 2004 on Tax on Goods and Services (Journal of Laws, consolidated text No. 2023, item 1570, as amended) is applicable to Contract;
- d) report whether the enterprise has the status of a micro, small, medium-sized or large entrepreneur within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the

Treaty (OJ L 187, 26.6.2014, p. 1, as amended) and the Act of 8 March 2013 on preventing excessive payment delays in commercial transactions (Journal of Laws, consolidated text No. 2023, item 1790, as amended).

4.8. Throughout the term of Contract, Supplier is obliged to notify AMMEGA of any change in the status of Supplier's enterprise in accordance with the criteria described above (points a-c) and/or resulting from Applicable Laws. If these criteria are not notified, the implementation of Contract and payments will take place on the basis of the conditions previously communicated to AMMEGA, and all consequences related thereto shall be borne by Supplier.

Section 6. Intellectual Property Rights

Section 6 point 6.3. shall be amended to read as below:

6.3. All rights, title and interests, including Intellectual Property Rights, in and to all Work Product shall vest in AMMEGA as created, with no restrictions, free and clear of encumbrances, for use and exploitation directly or indirectly by AMMEGA as it sees fit in its sole discretion. AMMEGA retains the sole rights to obtain, hold and renew, in its own name, any Intellectual Property Rights in or to Work Product. To the extent that the Intellectual Property Rights shall not automatically vest in AMMEGA, Supplier hereby assigns all of its rights, title and interest in the Intellectual Property Rights to AMMEGA. Supplier shall take all reasonably requested actions and execute all reasonably requested documents to assist AMMEGA to apply for, prosecute, register, maintain, perfect, record or enforce its rights in any Work Product and Intellectual Property Rights therein.

The transfer of copyrights to Work Product shall take place upon the creation of Work Product, for remuneration constituting a component of the remuneration for the execution of Contract, without any limitations in terms of time, quantity, purpose and territory (i.e. with the possibility of their exploitation in Poland and abroad) in the following fields of exploitation:

- a) fixation and reproduction of Work Product, without any limitation, permanently or temporarily, by any technique, including printing, digital, reprographic, electronic, photographic, optical, laser, magnetic recording, on any medium, including electronic, optical, magnetic, paper;
- b) in terms of circulation of the original or copies on which Work Product was fixed – marketing, rental, lease, lending, licensing;
- c) in terms of distribution of Work Product and its copies in a manner other than mentioned above – public performance, exhibition, display, reproduction, broadcasting or rebroadcasting, as well as making Work Product available to the public in such a way that anyone can access it at a place and time of their own choosing (e.g. via the Internet);
- d) entering into computer memory;
- e) making any changes and elaborations to Work Product (in particular, translation, reworking, adaptation, improvement, rearrangement and other changes) and any use and disposal of such resulting elaborations.

If new fields of exploitation arise in the future, Supplier agrees to transfer copyright in Work Product to AMMEGA in these new fields of exploitation.

AMMEGA, as of the date of transfer of the copyright in Work Product, also acquires the right to exercise and permit the exercise of dependent copyright in Work Product – to make any modifications to Work Product by AMMEGA or third parties acting on its behalf and to use, dispose of in any way whatsoever the modifications so created.

Supplier undertakes to ensure that the authorized parties do not exercise moral copyrights or use personal property related to Work Product if it constitutes works within the meaning of the Law on Copyright and Related Rights (Journal of Laws, consolidated text No. 2022, item 2509, as amended).

Section 16. Assignment and subcontracting

Section 16 shall be amended to read as below:

Supplier shall not assign, subcontract or transfer any obligation or right under Contract without the prior written consent of AMMEGA, and any such assignment, subcontract, or transfer without AMMEGA's consent shall be null and void. Supplier shall in all events remain fully liable to AMMEGA for the full and complete performance of Contract. Should AMMEGA consent, Supplier shall ensure that any subcontractor shall comply with the terms of Contract. Supplier shall be fully liable for the work performed by its subcontractor.

SPAIN

Section 13. Termination

Section 13 point 13.3. shall be amended to read as below:

13.3. **Termination with immediate effect.** Subject to Applicable Laws, either Party may, without incurring any liability or financial obligation, terminate, as of right, Contract by giving written notice having immediate effect to the other Party if the other Party, at any time; (i) ceases operations or substantially all of its assets are sold; (ii) breaches Sections 7) (Representations and warranties), 10 (Confidentiality & Advertising) or 9 (Indemnification. Liability); or (iii) breaches a material obligation in Contract that is not capable of remedy.

SWITZERLAND

Following provision:

In the event any provision of Contract, including these Conditions, shall be held void, unenforceable, or prohibited by the laws, regulations and other mandatory requirements applicable in the AMMEGA's or Supplier's home countries, as well as the locations of manufacture, and delivery and reasonably anticipated use of Products and Services, including but not limited to those concerning corruption, money-laundering, the payment of bribes, tax evasion, export control, data protection, and economic sanctions ("**Applicable Laws**"), that provision shall be deemed deleted and the remainder of the provisions enforced as written; provided, however, that if such provision is a material clause, meaning the Parties would not have concluded Contract without it, the invalid provision will be amended by AMMEGA to comply with the law and reflect, to the greatest extent permitted by the Applicable Law, the original intent of the Parties.

shall be amended to read as below:

In the event any provision of Contract, including these Conditions, shall be held void, unenforceable, or prohibited by the laws, regulations and other mandatory requirements applicable in the AMMEGA's or Supplier's home countries, as well as the locations of manufacture, and delivery and reasonably anticipated use of Products and Services, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, export control and economic sanctions ("**Applicable Laws**"), that provision shall be deemed deleted and the remainder of the provisions enforced as written; provided, however, that if such provision is essential to the functioning of the Contract, the invalid or unenforceable provision shall be replaced automatically (without further negotiation by the parties) by a valid and enforceable provision whose effects come as close as possible to the economic objective of the invalid or unenforceable provision.

Section 1. Purchase orders and order confirmation

Section 1 point 1.3. shall be amended to read as below:

1.3. The Supplier grants AMMEGA an unconditional right of withdrawal. AMMEGA is thus granted the right to cancel all or any part of a Purchase Order for convenience upon written notice to Supplier, without payment or further liability to Supplier.

Section 3. Delivery of Services

Section 3 shall be supplemented by the following new paragraph:

3.7. AMMEGA may give notice of defects at any time during the entire warranty period for defects, without being bound by statutory deadlines for giving notice of defects.

Section 8. Delays. Defects

Section 8 point 8.3. shall be amended to read as below:

8.3. If Supplier delivers Defective Products or does not deliver Products on time, AMMEGA shall, at its choice and without being bound by a notice period, be entitled to.

Section 8 point 8.5. shall be amended to read as below:

8.5. Notwithstanding the foregoing, if Supplier fails to deliver Products or Services on time and AMMEGA informs Supplier immediately that it continues to demand performance of the contract.

Section 8 point 8.6. shall be amended to read as below:

8.6. Supplier's obligation to deliver the Products or Services, and AMMEGA's right to claim compensation for expenses in connection with the delayed or Defective delivery from the Supplier will not be affected in any way whatsoever by, and shall be independent of, the payment of delay damages according to this Section 8.

TURKEY

Section 3. Delivery of Services

Point 3.3. k) shall be amended to read as below:

3.3. k) be solely responsible for its own personnel and indemnify AMMEGA and hold AMMEGA harmless from any and all claims such personnel might have against AMMEGA.

Section 14. Governing law & jurisdiction

Section 14 point 14.1 shall be amended to read as below:

14.1. An order and any non-contractual obligations arising out of or in connection with it shall be governed by, and interpreted in accordance with, the laws of Republic of Turkey. The application of the UN Convention on Contracts for the International Sale of Goods 1980 is expressly excluded.

Section 14 point 14.2. shall be amended to read as below:

14.2. Any disputes arising between the Parties in connection with this Agreement shall be subject to the jurisdiction of Izmir Courts and Enforcement Offices.

Section 18. Notices

Section 18 shall be amended to read as below:

Any communications to be made under this Agreement shall be made in writing and, unless otherwise stated, shall be served in person or by register letter with return receipt or courier, addressed to the addresses of the Parties set forth hereunder. Notices or communications described in Article 18 of the Turkish Commercial Code (consisting principally of notices of default or termination) should be given for evidentiary purposes via a notary public, by telegram, register letter with return receipt or notary public or email with the registered and certified electronic signature.

USA

These Conditions shall be supplemented by the following new wording:

Any acceptance of the Contract by Supplier shall be limited to acceptance of the express terms hereof and any proposal for additional or different terms or any attempt by Supplier to vary in any degree any of the terms of the Contract in Supplier's acceptance is hereby objected to and rejected. No addition or alteration to Agreement shall be valid and enforceable unless specifically agreed to in writing by AMMEGA.

Section 1. Purchase Orders and Order confirmation

Section 1 point 1.2. c) shall be deleted.

Section 14. Governing law & jurisdiction

Section 14 shall be supplemented by the following new paragraph:

14.3. To the extent the Contract is governed by the laws of the United States and the provisions of ICC Incoterms® 2020 are deemed to be unenforceable, the applicable provisions of the Uniform Commercial Code shall govern and apply in lieu of the unenforceable provisions of ICC Incoterms® 2020.

