

# PURCHASE ORDER TERMS AND CONDITIONS (rev. 01/24)

**1. Definitions:** The term “PO” means a purchase order or a purchase order revision issued by the Company for the purchase of the Work that is governed by and subject to these Terms and Conditions. The term “Terms and Conditions” means these Purchase Order Terms and Conditions including the Annex (where applicable). The term “Company” means the entity issuing the PO. The term “Seller” means any individual, corporation or other entity obligated to perform or provide the Work under a PO. The term “Work” means all items, materials, equipment, goods, or services that are the subject of a PO.

**2. Contract; No Additional Terms:** A PO will become a binding contract upon (a) Seller’s acceptance of a PO, (b) Seller’s shipment of any permitted unit or partial unit of the Work or performance of any Work pursuant to a PO, or (c) any other conduct by Seller recognizing the existence of a contract. A PO is an offer, limited to the terms on the face of the PO and these Terms and Conditions, and Company objects to and expressly rejects any additional or conflicting terms and conditions proposed by or contained in Seller’s acceptance of a PO. No different or additional term in Seller’s acceptance, invoice or other document shall apply or become part of the contract or otherwise amend or modify a PO or these Terms and Conditions without Company’s written consent. Company’s privacy policy may be found at: <https://www.afglobal.com/Resources/Other%20Resources/Privacy%20Policy>.

**3. Warranty:** Seller represents and warrants to Company and Company’s subsidiaries, affiliates, successors, assigns, their customers and end-users: (a) that title to the Work is good, marketable and free and clear of any and all liens, taxes, charges, or other encumbrances; (b) that the Work is and will be of satisfactory quality and free from all defects in design, workmanship, and materials for a period of two years after the final acceptance of the Work, or such longer period as may be otherwise provided on the face of the applicable PO; (c) that the Work is fit and sufficient for its stated use, ordinary intended purposes and any purposes specified herein or reasonably known to Seller; (d) that the Work conforms to the descriptions on its labelling and packaging; (e) that the Work and its components are new and not previously used (unless specifically designated on the face of a PO as refurbished, rebuilt, or used), (f) that the Work conforms to Company’s specifications, drawings, plans, and other documents furnished to Seller; (g) that the Work is of good quality and workmanship; and (h) that the Work will be competitive worldwide in terms of price, quality, delivery and technology. The foregoing warranties are in addition to those warranties otherwise available to Company by law whether express or implied, including implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement. If Seller breaches this warranty, Seller, at Company’s option, will either repair the defective Work, replace the defective Work or refund the purchase price. If Company selects repair or replacement, any defects will be remedied immediately by Seller without cost to Company, including but not limited to, the costs of removal, shipping, repair and replacement of the defective Work, and reinstallation of new Work, all of which shall be paid by Seller. All such

defective Work that is so remedied will be similarly warranted as stated above. The warranty period if a defect is detected is the longest of: (i) two years after the final acceptance of the Work; or (ii) the warranty period provided by applicable law; or (iii) the warranty period offered by the Company’s customer(s) to end-users for the Work. Seller will immediately notify the Company, in writing, when it becomes aware of any ingredient, component, design or defect in the Work that is or may become harmful to persons or property. The Company’s approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties. To mitigate its damages, the Company may fully defend any claim from any customer that any Work supplied by Seller are defective, in breach of warranty, or otherwise did not meet applicable legal or contractual requirements because such customer may attempt to hold the Company responsible for problems caused in whole or in part by Seller. Seller and the Company agree that this defense is in the interest of both Seller and Company. Seller waives the right to argue that the fact that the Company took any such position in any way limits the Company’s right to assert a claim against Seller by the Company for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing.

**4. Intellectual Property Rights; Licence:** Seller agrees to indemnify, defend, reimburse and save harmless Company, its customers and users of the Work or products related to the Work, from any and all liabilities, demands, claims, losses, actions, damages and expenses of any nature or kind, including, without limitation legal fees and court costs, arising out of any infringement or alleged infringement of patents, trademarks, copyrights, industrial design or process, trade secrets, or any other intellectual property right arising out of or relating to Company’s purchase, use or sale of the Work supplied under a PO. Seller further agrees to defend, at Seller’s expense, including reasonable legal fees, any and all suits or actions, based on such claims. All such obligations of Seller to indemnify, reimburse, hold harmless, protect and defend Company and its successors and assigns are in addition to Seller’s warranty obligations and all other rights or remedies of the Company and will survive acceptance and use of, and payment for the Work and completion, termination, or cancellation of a PO. Seller irrevocably waives any claim against the Company, its affiliates, subsidiaries, successors, assigns, customers and users of the Work that such infringement arose out of the Company, its affiliates, subsidiaries, their successors and assigns’ specifications. Seller hereby grants Company, its subsidiaries and affiliates and their respective successors and assigns, and Company hereby accepts, a royalty-free, non-exclusive, not limited in time or by territorial restrictions or conditions, irrevocable worldwide licence, including the right to create derivative works, the right to dispose of and use derivative works, and the exclusive right to permit the exercise of derivative copyright in the fields of use specified herein and the right to sublicense to others in connection with the Work, under (i) patents, trademarks, copyrights, trade secrets, domain names, works of authorship, inventions, industrial designs, technical information, know-how, processes of manufacture and other intellectual property and

registrations and applications related to the foregoing pursuant to the laws of any jurisdiction throughout any part of the world, owned or controlled by Seller or its affiliates and relating to the Work; and (ii) if applicable any works of authorship fixed in any tangible medium of expression (including drawings, digital files, computer files, prints, manuals and specifications) furnished by Seller in the course of Seller's activity under a PO, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions of a PO (all items in clauses (i) and (ii) above, collectively "Seller's Intellectual Property", and such licence the "Licence".) Seller acknowledges and understands that this Licence shall be effective from the first date of delivery of the Work under a PO (or such earlier date as specified below) and extend for so long as the Company or its subsidiaries and affiliates, have contractual obligations to customers relating to the Work.

**5. Quality Assurance; Audits; Inspection:** Seller represents and warrants that it has and will maintain an adequate quality control/assurance program with respect to the Work and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Work including any relevant permits or notifications to governmental offices relating to the marketing of the Work. The Company will have at any time the right to inspect the Work and, to the extent applicable, perform any and all, tests, and audits deemed necessary or convenient by the Company or its agent. Seller agrees to provide the Company, its employees, agents or representatives, access to its facilities at all reasonable times for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same. Neither the inspection, testing, or auditing of any of the Work, nor the failure to do so, before delivery to the Company shall constitute acceptance of any Work, or relieve Seller from exclusive responsibility for furnishing Work in strict conformance with the Company's specifications. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/ or compliance acceptable to Company, at the time of, or promptly after, delivery. Company's right to audit Seller includes the right to request from Seller, following reasonable notice to Seller, evidence of Seller's formation, good standing, if applicable, registration with the corresponding governmental offices and/or registries, copies of official identifications for Seller's legal representatives signing any documents, current unaudited and audited financial statements, as well as evidence of compliance by Seller with its legal, tax, employment and other obligations at the federal, state and local level. The Work will be received subject to inspection and approval by the Company after delivery. Upon inspection, the Company may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, approval, prior test or inspection. Unless otherwise provided by law or these Terms and Conditions or the PO, no inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance, will relieve Seller of any obligations under these Terms and Conditions or impair or waive any right or remedy of the Company with respect to Seller's performance hereunder. If, in the Company's judgment, the Work does not conform with the

requirements of a PO, the Company will have the rights referred to in these Terms and Conditions, in particular, in Section 3.

**6. Risk of Loss; Title; Inspection:** Seller shall bear all risk of loss on the Work until physically received at Company's site, which is when title and risk of loss shall transfer to Company. Delivery of the Work shall not be deemed complete until the Work has actually been received and inspected at Company's site and tested and accepted by Company. Company will inspect and test the Work within a reasonable time after receipt, irrespective of payment dates and other payment terms.

**7. Seller's Liability and Indemnification:** Seller will indemnify, defend, reimburse, save and hold Company harmless from and against any and all liabilities, claims and demands, and damages on account of personal injuries, including death, or property loss or damage to Company or to others (including Seller and employees and invitees of Seller and of Company) arising out of or in any manner connected with the performance of such Work or any defect in the Work, or caused by the negligent or wilful act or omission to act of Seller, or a supplier of Seller, or employees, representatives, independent contractors or invitees of either of them, and Seller will, at its own expense, defend any and all actions based on such negligent or wilful acts or omissions to act, and will pay all legal fees and all costs and other expenses arising out of these obligations of indemnification. Seller further agrees to indemnify, defend, reimburse, save and hold harmless Company from and against any and all claims, liabilities, losses, damages, demands, judgments, settlements, deficiencies, and expenses (including reasonable legal fees and court costs) arising out of any allegation that the Work or Company's purchase, use or sale of the Work, infringes the patents, copyrights or other intellectual property right of any third party.

**8. LIMITATION OF LIABILITY: UNLESS OTHERWISE PROVIDED BY LAW OR THESE TERMS AND CONDITIONS OR THE PO, COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL CLAIMS OR LOSS OF REVENUES, BUSINESS OR PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**9. Insurance:** Seller agrees to maintain the following types of insurance coverage: (a) public liability insurance for not less than £5,000,000 per claim and £10,000,000 in aggregate; (b) product liability insurance for not less than £5,000,000 per claim and £10,000,000 in aggregate; (c) employers liability insurance for not less than £10,000,000 per claim and £10,000,000 in aggregate; (d) professional indemnity insurance for not less than £5,000,000 per claim and £5,000,000 in aggregate; (e) such other insurances and in such amounts as may be required by Applicable Law in the Applicable Jurisdiction, or as specified by the customer, including Worker's Compensation Insurance, Social Insurance for Workers (pension, disability, sickness, accident insurance) and Automobile Liability

Insurance. Seller shall ensure that the Company's interest as an additional insured is noted on each insurance policy or that a generic interest clause has been included and shall provide the Company evidence thereof upon request by the Company. Seller's insurance will be primary without right of contribution of any other insurance carried by or on behalf of Company. Upon Company's request, Seller will provide Company with written certification, reasonably acceptable to Company, of Seller's compliance with the requirements listed in this Section 9. The requirements in this Section 9 are separate and distinct from any other obligations of Seller under a PO. All insurance obtained by Sellers pursuant to this Section 9 shall be issued in compliance with the laws applicable to the specific jurisdiction where the Work will be performed, including, as applicable, being issued by insurance companies authorised to provide insurance in the specific jurisdiction.

**10. Company's Property and Parts:** All property of any kind supplied to Seller, or paid for by Company, if any, will be and remain the Company's property, and Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Work rendered hereunder. Materials or parts provided by, or on behalf of, Company which have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Company's property. All Company property, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Company. Seller will indemnify, protect, reimburse, defend and hold harmless Company, its successors and assigns from and against all loss or damage to such property occurring while in Seller's custody or control. All property of the Company is subject to removal by Company at any time, and to return upon termination of a PO for any reason whatsoever, or upon Company's request, without the need for judicial involvement or declaration. In addition to Seller's obligations above, Seller agrees that: (a) Seller will fully cooperate with the Company, promptly upon Company's request, to prepare inventory lists describing with detail and accuracy all of the assets, equipment, tooling, fixtures, dies, moulds and all other items that are controlled by or in the possession of Seller but are owned by the Company (or by Company's affiliates or subsidiaries) or leased, consigned or otherwise granted to the Company; (b) Seller agrees that unless a separate lease agreement is in place, if it has under its possession Company's property, it holds such under a fully revocable free lending for use agreement, and Seller will fully cooperate with the Company in executing a written and formal free lending for use agreement and related recognitions of title, when so requested by the Company; (c) Seller grants the Company the right to immediate access Seller's facilities, without the need for a prior notice, cause or need for judicial involvement or declaration, to inspect, repair, replace and/or remove any and/or all of the Company's property; (d) Seller shall not include the Company's property in its financial statements and will not grant, nor purport to grant, a security interest in the Company's property to any person or entity; (e) in case a lien is secured against the Company's property by Seller's creditors, Seller shall immediately inform the Company and take all actions to replace such security by providing its creditors with alternate guaranties and release the

Company's property; and (f) nothing provided in these Terms and Conditions and/or the PO shall be construed to create or constitute a lease of the Company's property to Seller.

**11. Termination:** Company shall have the right to terminate this PO in the event of Seller's material default or breach of its warranties or obligations hereunder. Company shall also have the right to terminate this PO for Company's convenience at any time, subject to an equitable adjustment with Seller for the Work completed as of the termination date. After receiving written notice of termination, Seller will immediately cease the Work indicated in the notice of termination.

**12. Termination for Breach or Nonperformance:** (a) In addition to the termination rights set forth in Section 11, the Company may terminate all or any part of a PO, without liability to Seller, if Seller: (i) repudiates, breaches or threatens to breach any of the terms of a PO (including without limitation Seller's warranties); (ii) fails to or threatens not to perform Work in connection with a PO; (iii) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Work and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from the Company specifying the failure or breach or the Company terminates for breach any other purchase order issued by the Company to Seller in accordance with the terms of such other purchase order (whether or not such other purchase order is related to a PO); (iv) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the Work for the Company or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller, or (v) fails to remain competitive with respect to quality, technology, delivery, service or pricing of the Work. Seller will notify the Company within ten (10) days after entering into any negotiations that could lead to the situation specified in subsection (iv) above, provided that upon Seller's request, the Company will enter into an appropriate nondisclosure agreement related to information disclosed to the Company in relation to such transaction. (b) Seller may terminate a PO only for non-payment of the purchase price for Work which are one hundred twenty (120) or more days past due and material in amount, and then only if: (i) Seller first provides the Company written notice specifying the amounts past due (including the relevant PO and invoices numbers and dates) and Seller's intent to terminate a PO if the past due amount is not paid; and (ii) the Company, within sixty (60) days of such notice, does not either: (A) pay the past due amounts, or (B) notify Seller that the amounts claimed to be unpaid are disputed by the Company. When permitted hereunder, Seller may terminate under this Section 12 by delivering a written termination notice to the Company. Seller may not terminate or cancel a PO for any reason except as permitted under this Section 12. Unless otherwise provided by Applicable Law, Seller may not suspend performance of a PO for any reason.

**13. Taxes:** Seller will bear and pay all applicable taxes, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect sales and use tax (including any gross receipts tax or value added tax



imposed similar to a sales and use tax) from the Company on behalf of any taxing jurisdiction, Seller will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Seller, subject to any required withholdings. All invoices for the Work must reference a PO's number, amendment or release number, Company's part number, Seller's part number, where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, country of origin, any applicable tariff classification (HTS) number and any other information required by the Company or required by relevant provisions of Applicable Law (including application of mandatory split payment or indication of bank account notified to the relevant tax authority, where applicable). All invoices must also be accompanied by such conforming certificates of origin, as may be applicable. Seller will have the responsibility of complying with all applicable laws regarding value added tax and sales and use tax or substitutes therefore including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Seller must collect sales and use tax from Company, Seller will state on every invoice the applicable taxing jurisdiction(s) in which Work was provided. With the exception of sales, value added tax and use tax as described above, all other taxes, however denominated or measured, imposed upon the Seller, or the price or compensation under a PO, or upon the Work provided hereunder, shall be the responsibility and liability of Seller. In the case of imported Work, Seller, for first-hand sales, must include the respective importation and any other legal requirements in its invoices, as per applicable law. The Company is not responsible for any business activity taxes, payroll taxes or other taxes on Seller's income or assets. Where applicable, all expenses, taxes, fees and any other expenditure related directly or indirectly to the importation of Work (including but not limited to importation duties, countervailing duties, customs broker fees, value added tax on importation, customs fees, and any other similar charges or fees), will be paid by Seller. To the extent any Work covered by a PO are to be imported into the Applicable Jurisdiction, Seller shall comply will all applicable import laws and regulations from time to time in force in the Applicable Jurisdiction.

**14. No Liens:** Seller guarantees that no lien, encumbrance or security interest will be filed by anyone against Company, Company's property or the Work for materials or labour or both furnished under this PO and will indemnify, defend, reimburse and hold Company harmless from any such liens, encumbrances or security interests and will pay all legal fees and all other costs and expenses arising from such liens, encumbrances or security interests.

**15. Set-Off; Remedies:** Company shall be entitled to set-off any amount owing at any time from Seller to Company or any of Company's affiliates against any amount payable at any time by Company in connection with a PO. In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to the Company and its affiliates or subsidiaries. Company will have the right to set off against any payment or other obligation owed to Seller, in whole or in part, any amounts due to Company or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. The

Company will provide Seller with a statement describing any offset taken by Company. All Company's rights and remedies herein are cumulative and not alternative, and are in addition to all other rights and remedies available at law or in equity.

**16. Independent Contractor; Employment Matters:** The relationship between Seller and Company is that of independent contractors. Seller is not an employee or agent of Company. Nothing contained in these Terms and Conditions shall be construed to create a principal-agent or employer-employee relationship between the parties. Neither party shall represent to others that it is the agent of the other. Seller is not eligible for Company benefits or employee plans. Company disclaims any right to control the manner of performance by Seller and Company will not control the manner of performance by Seller. Seller has no authority to direct or control the performance of any employee of Company. Seller's role will be that of an adviser and not of master to any Company employee. Seller does not have any Company title and Seller is not eligible for Company benefits or employee plans. Seller will indemnify, defend, reimburse and save the Company harmless from any claims or proceedings brought against the Company, including, to the extent applicable in any given jurisdiction, in connection with substitute employer and similar claims or proceedings filed by Seller's personnel, a union or by any government or entity. To the extent required under the Applicable Law, Seller is obligated to use workers and employees that have been previously registered with any mandatory social security or similar agencies. Breach of this provision will subject Seller to the payment of all damages caused to the Company with the Company also having the right to immediately terminate a PO without the need for judicial involvement or declaration.

**17. Assignment:** This PO cannot be assigned, transferred or delegated without Company's prior written consent. The Work, as a whole, covered by a PO and amounts payable by Company to Seller under a PO are not assignable or delegable by Seller without the prior written consent of Company.

**18. No Violation of Law:** Seller represents and warrants that it will comply with all applicable laws, statutes, regulations and codes from time to time in force, including but not limited to the Anti-Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C., §78dd-1 et. seq. (each to the extent they apply), including prohibition of any offer, payment, promise to pay, or authorization of the payment of money or anything of value to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a foreign official to influence the foreign official in his or her official capacity, induce the foreign official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. Seller further represents and warrants that it will comply with, as applicable: (i) Data Protection Act 2018 (ii) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council and other applicable privacy laws; and (iii) the Modern Slavery Act 2015 and such equivalent law as may apply.



**19. Export and Trade Compliance:** Seller acknowledges and agrees to comply at all times with all applicable export laws and regulations and, to the extent applicable, AFL's U.S. Export/Trade Compliance provisions hereby incorporated by reference and available at: <https://www.aflglobal.com/en/Resources/Other-Resources/Trade-Compliance/US-Export-and-Trade-Compliance>.

**20. Prohibition of Forced Labour:** Seller warrants that the delivered goods were exclusively manufactured without forced labour. Seller furthermore guarantees that all of its suppliers manufacture their goods and provide their services without making use of forced labour.

**21. Prohibition of Procurement of Conflict Metals:** Raw metals used in the electronics industry are, at times, sourced from regions of the world known as "conflict regions". Such are especially regions where mines are controlled by non-government military groups or unlawful military factions where the illegal mine(s) profits have contributed to human rights abuses, severe environmental damage, and theft from citizens. Seller is obliged to take appropriate due diligence and continuous monitoring of the supply chain as are reasonably necessary to avoid procurement or use of conflict metals.

**22. Supplier Code of Conduct.** Company is committed to a set of core values that includes transparency, integrity, accountability and respect. In furtherance of this commitment, Company has adopted a Supplier Code of Conduct that outlines expected values and behaviors for all suppliers, including their employees, agents, or subcontractors. This code may be downloaded at <https://www.aflglobal.com/en/Resources/Other-Resources/Supplier-Code-of-Conduct>. Company strongly encourages Seller to adopt and enforce concepts values and behaviors consistent with those embodied in the Company Supplier Code of Conduct.

**23. Environment, Health, Safety and Security:** The Company is proud to be environmentally friendly by complying with applicable laws, preventing pollution and continually improving as an organization. If Seller, either as principal or by agent or employee, enters upon the property of Company, Seller agrees to comply with Company's rules and regulations including its environmental, health, safety and security rules and regulations.

**24. Hazardous and Dangerous Goods and Materials:** For any goods or materials furnished in accordance with this PO which are defined as hazardous or dangerous under applicable law, Seller will provide Company with hazardous warning and safe handling information in the form of a material safety data sheet (MSDS) and appropriate labelling for such goods or materials.

**25. Changes:** Company may, at any time, amend the general scope of a PO, such amendments to be communicated in writing to the Seller, or, if communicated orally, shall be confirmed in writing by the Customer. If any such change causes an increase or decrease in the cost of or time required for the performance of any Work under a PO, an equitable adjustment will be made to the price or delivery schedule, or both, and a PO will be modified in writing accordingly.

**26. Electronic Commerce:** At Company's request, Company and Seller will facilitate business transactions by electronically transmitting data. Data that has been electronically transmitted between the parties and digitally signed pursuant to this Section 26 will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Each authorised representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.

**27. CE Certification:** Where Goods are to be sold anywhere within the European Union and European Economic Area (as notified by the Company to the Seller in the PO), all such Goods shall be delivered with a Conformité Européenne or European Conformity certificate (as applicable) indicating such Goods have passed the necessary tests to be legally sold anywhere within the European Union and European Economic Area.

**28. UKCA Marking:** Where Goods are to be sold anywhere within Great Britain (as notified by the Company to the Seller in the PO), all such Goods shall be delivered with a UK Conformity Assessed marking indicating such Goods have passed the necessary tests to be legally sold anywhere within the United Kingdom.

**29. Set-Off; Remedies:** Company shall be entitled to set-off any amount owing at any time from Seller to Company or any of Company's affiliates against any amount payable at any time by Company in connection with this PO. All Company's rights and remedies herein are cumulative and not alternative, and are in addition to all other rights and remedies available at law or in equity.

**30. Governing Law; Jurisdiction:** Each PO and these Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the Applicable Law (excluding its conflicts of law provisions) and each party irrevocably agrees that the courts in the Applicable Jurisdiction shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with each PO and these Terms and Conditions. The Applicable Law and Applicable Jurisdiction is based on the Company's place of incorporation, as provided in the following table:

Buyer's Place of Incorporation	Applicable Law	Applicable Jurisdiction
United Kingdom	England and Wales	Competent courts of England and Wales
Poland	Poland	Competent courts of Poland

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of goods or other items under any PO governed by these Terms and Conditions.



**31. Entire Agreement:** A PO and these Terms and Conditions sets forth the entire agreement between Company and Seller. By accepting a PO it is understood that Seller agrees to these Terms and Conditions. Any changes, amendments or modifications to these Terms and Conditions must be agreed to in writing by Company. When accepted, a PO supersedes any and all prior agreements, purchase orders, quotations, proposals or other communications regarding the Work, except that a prior agreement signed by an authorised representative of the Company, such as an award letter, a statement of work, a confidentiality agreement will continue to apply. Except as set forth in Section 25, a PO may only be modified by a written amendment executed by authorised representatives of each party. The Company may modify these Terms and Conditions from time to

time by sending the revised PO terms and conditions in writing to Seller. Such revised PO terms and conditions shall apply to all PO revisions/amendments and new POs issued on or after the effective date thereof. A current copy of these Terms and Conditions may be found at <https://www.aflglobal.com/en/Resources/Other-Resources/Terms-and-Conditions>. The Company's website at <http://www.aflglobal.com> ("Company's Website") may also contain specific additional requirements for certain items covered by a PO, including labelling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of these Terms and Conditions and applicable PO.

## ANNEX

The following clauses shall be incorporated into the Terms and Conditions where the contract is governed and construed in accordance with Polish Law when the entity issuing the PO is AFL TELECOMMUNICATIONS POLAND SPÓŁKA Z O.O.

- Section 1** – The definition of “Company” in Section 1 shall be amended to: AFL TELECOMMUNICATIONS POLAND SPÓŁKA Z O.O. with registered office in Katowice, at ul. Adama Mickiewicza 29, 40-085 Katowice, Poland, entered in the register of entrepreneurs of the National Court Register held by the District Court for Katowice-Wschód in Katowice, VIII Commercial Division of the National Court Register under KRS number 0001040518, holding tax identification number (NIP) 6343024397 and having a share capital of PLN 5,000.
- Section 3** – If the Seller breaches the warranty in Section 3, in addition to the rights set out in Section 3, the following shall apply: The Company may file a declaration to Seller on a reduction of the price or rescission of the PO, unless Seller immediately and with no excessive inconvenience replaces the defective Work for a Work free from defects or immediately repairs the defective Work. The Company’s limitation referred to in the preceding sentence to file a declaration to Seller on a reduction of the price or rescission of the PO will not apply where the Work has already been replaced or repaired by Seller, or Seller has not discharged the duty of replacing the Work for a one free from defects or of repairing the defect. The reduced price should be in the same ratio to the price arising from the PO, as the value of the defective Work relates to the value of a Work without defects. If Company files a declaration to Seller on a reduction of the price or rescission of the PO, Seller will immediately refund to Company respectively a portion or all of the purchase price. If the subject matter is not regulated by these Terms and Conditions or by the PO, the provisions of the Polish Civil Code (as amended, from time to time) will apply to such subject matter, including all warranty protection (express or implied) and all buyer remedies.
- Section 4** – This Section shall be replaced with the following: **Intellectual Property Rights; License:** Seller agrees to indemnify, defend, reimburse and save harmless Company, its customers and users of the Work or products related to the Work, from any and all liabilities, demands, claims, losses, actions, damages and expenses of any nature or kind, including, without limitation attorneys’ fees and court costs, arising out of any infringement or alleged infringement of patents, trademarks, copyrights, industrial design or process, trade secrets, or any other intellectual property right arising out of or relating to Company’s purchase, use or sale of the Work supplied under the PO. Company’s entitlements mentioned above will not be available to Company if the liabilities, demands, claims, losses, actions, damages and expenses of any nature or kind of the Company mentioned above occurred as a result of an intentional act or omission of the Company. In the case of a court action initiated against Company, the Seller undertakes to join the court action immediately upon receiving a notice from the Company. Seller further agrees to defend, at Seller’s expense, including reasonable attorneys’ fees, any and all suits or actions, based on such claims. All such obligations of Seller to indemnify, reimburse, hold harmless, protect and defend Company and its successors and assigns are in addition to Seller’s warranty obligations and all other rights or remedies of the Company and will survive acceptance and use of, and payment for the Work and completion, termination, or cancellation of the PO. Seller irrevocably waives any claim against the Company, its affiliates, subsidiaries, successors, assigns, customers and users of the Work, that such infringement arose out of the Company, its affiliates, subsidiaries, their successors and assigns’ specifications. Seller hereby grants Company, its subsidiaries and affiliates and their respective successors and assigns, and Company hereby accepts, a royalty-free, non-exclusive, not limited in time or by territorial restrictions or conditions, irrevocable, worldwide license, including the right to create derivative works, the right to dispose of and use derivative works, and the exclusive right to permit the exercise of derivative copyright (Article 2 and Article 46 of the Polish Copyright Act) in the fields of use specified herein and the right to sublicense to others in connection with the Work, under (i) patents, trademarks, copyrights, including copyrights to software, trade secrets, domain names, works of authorship, inventions, industrial designs, technical information, know-how, processes of manufacture and other intellectual property and registrations and applications related to the foregoing pursuant to the laws of any jurisdiction throughout any part of the world, owned or controlled by Seller or its affiliates and relating to the Work; and (ii) if applicable, any works of authorship fixed in any tangible medium of expression (including drawings, digital files, computer files, prints, manuals and specifications) furnished by Seller in the course of Seller’s activity under the Contract, in all the currently known fields of exploitation, including those listed in Article 50, Article 74(4) of the Polish Copyright Act, in particular: (a) recording and reproduction, permanent or temporary, in whole or in part, by any means and in any form – producing, by any possible technique, copies, including printing, reprographic, magnetic recording or mechanical technique, or digital, optical, laser, microwave or nanotechnology technique; entry, loading, displaying, using, running, transferring, storing, in particular in the memory of a device, computer network, ICT network or any other means of electronic communication, (b) disposal, including of the original or copies, including electronic copies, on which the Work was recorded – with respect to all forms of sale, transfer as part of a business, in-kind contribution to a corporation or partnership, rental, encumbrance, license, lending, or leasing of an original or copies, (c) disseminating the Work otherwise than specified in point b) – public performance, display, projection, reproduction, broadcast and rebroadcast (digital or analogue, using Hertz waves, lasers, microwaves, with or without data compression, and webcasting, including near-on-demand webcasting, own and third party simulcasting and on-demand broadcasting), communication to the public, making the Work publicly available in such a way that anyone may access it at a place and time of their choice, including communication and availability in devices, device networks, ICT networks, computer networks, in the SaaS model or electronic communication (whether individual or mass communication), in all types of media, (d) downloading data, reusing it in full or in a part that is

substantial in terms of quality or quantity, developing, changing the content of databases, in terms of quality or quantity, supplementing or removing parts of it, translating, adapting, modifying the layout or making any other changes subject to the other provisions of the Contract (all items in clauses (i) and (ii) above, collectively “Seller’s Intellectual Property”, and such license the “License”.) Company is not required to register, use or disseminate the Work or Seller’s Intellectual Property, in particular any Work protected by copyright. If Company fails to start dissemination of the Work or Seller’s Intellectual Property which is intended for dissemination, the rights obtained by the Company will not return to Seller, regardless of the duration of the Company’s failure in dissemination. Seller represents and warrants that it has effectively obtained from each of the creators or co-creators of the Work or Seller’s Intellectual Property or any part thereof, an undertaking that they will not exercise their moral rights and an authorisation to exercise such rights on their behalf and to further authorise the exercise of the moral rights without the need to obtain the consent of the creator or co-creator, and Seller hereby authorises Company to exercise moral rights on behalf of Seller, and the creators or co-creators of the Work or Seller’s Intellectual Property or any part thereof, in particular Company is authorized to decide on the designation of the Work with the author’s name or to make it available anonymously, to decide whether to make it publicly available for the first time, to alter the content and form and to supervise the use (Article 16 of the Polish Copyright Act). If the Work is software, the source code (both source and executable code) is to be provided in accordance with customary rules, in a form that allows free access to the source code, reading the source code, saving and obtaining executable version, e.g. by compilation; in particular the source code may be delivered to the Company’s repository. Techniques or restrictions that prevent or hinder the source code from being read or saved are not permitted. The requirement to provide documentation for the source code applies to all documentation including documents to do with software (technical and user documentation), a complete list of software used, including open source software (if applicable), libraries and other elements or components necessary to run the software. Seller acknowledges and understands that this License shall be effective from the first date of delivery of the Work under the Contract (or such earlier date as specified below) and extend for so long as the Company or its subsidiaries and affiliates, have contractual obligations to customers relating to the Work. To the extent that Polish mandatory law does not allow the grant of a perpetual license, Seller hereby undertakes not to terminate the License. If, however, that undertaking is deemed to be invalid, ineffective, or contrary to Polish law, the Parties agree that the License may be terminated by serving a 5-year notice of termination by which the License will end on the last day of a calendar year.

4. **Section 9** – This Section shall be replaced with the following: **Insurance**: Seller agrees to maintain the following types of insurance coverage: (a) public liability insurance for not less than US\$2,000,000 per claim and US\$2,000,000 in aggregate; (b) product liability insurance for not less than US\$2,000,000 per claim and US\$4,000,000 in aggregate; (c) employers liability insurance for not less than US\$1,000,000 per claim and US\$1,000,000 in aggregate; (d) professional indemnity insurance for not less than US\$2,000,000 per claim and US\$2,000,000 in aggregate; (e) such other insurances and in such amounts as may be required by Applicable Law in the Applicable Jurisdiction, or as specified by the customer, including Worker’s Compensation Insurance, Social Insurance for Workers (pension, disability, sickness, accident insurance) and Automobile Liability Insurance. Seller shall ensure that the Company’s interest is noted on each insurance policy or that a generic interest clause has been included and shall provide the Company evidence thereof. Seller’s insurance will be primary without right of contribution of any other insurance carried by or on behalf of Company. Upon Company’s request, Seller will provide Company with written certification, reasonably acceptable to Company, of Seller’s compliance with the requirements listed in this Section 9. The requirements in this Section 9 are separate and distinct from any other obligations of Seller under a PO. All insurance obtained by Sellers pursuant to this Section 9 shall be issued in compliance with the laws applicable to the specific jurisdiction where the Work will be performed, including, as applicable, being issued by insurance companies authorised to provide insurance in the specific jurisdiction.
5. **Section 15 – Set-Off; Remedies** – all references to the Company’s affiliates or subsidiaries shall be deleted from this Section.
6. **Section 18 – No Violation of Law** – the following references shall be inserted: the Polish Criminal Code prohibiting any forms of local or foreign bribery (i.e. Articles 228, 229, 230, 230a of the Polish Criminal Code), and the Polish Criminal Code regarding human trafficking (Article 189a of the Polish Criminal Code).
7. **Section 31** – The following Section shall be inserted as Section 31 – **Large entrepreneur status**: In line with Article 4c of the Prevention of Excessive Delays in Commercial Transactions Act of 8 March 2013, Company represents that it has the status of a large entrepreneur within the meaning of Article 4 section 6 of the aforementioned Act.