

General Terms and Conditions for the Provision of Services to Körber Group Companies in UK

(January 2019)

1. Definitions, Scope

1.1. These purchasing conditions, including the terms and conditions set forth herein and the terms set forth on the face of the purchase order (this "Agreement"), shall govern the provision of the Services (as defined below) to Körber AG's subsidiaries or affiliates with their registered office in the United Kingdom, including such subsidiary or affiliate executing this Agreement (the "Buyer"), by any individual, corporation, or other entity performing the Services (the "Supplier")(the Buyer and the Supplier are each a "Party" and collectively, the "Parties"). The "Services" means all services furnished by the Supplier and ordered by the Buyer under this Agreement, which includes all Work Product. "Work Product" means all ancillary goods, products, software, deliverables, documents, analyses, reports, conclusions, information and all other materials associated with the Services and provided by the Supplier to the Buyer pursuant to this Agreement.

1.2. This Agreement, whether or not issued with reference to a quotation or proposal of the Supplier, shall constitute an offer. Acceptance by the Supplier is expressly limited to the terms and conditions of this Agreement and is evidenced by commencement of performance. The Buyer hereby objects to any additional or different terms and conditions proposed by the Supplier at any time in any proposal, quotation, acknowledgment or other document. Any such proposed terms and conditions shall be void and the terms and conditions herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties related to the subject matter of this Agreement. The Supplier agrees to perform the Services in accordance with this Agreement, which constitutes the entire agreement between the Buyer and the Supplier for the provision of the Services and supersedes any prior or contemporaneous negotiations, writings or oral agreements related thereto, except as expressly provided herein. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (each, a "Representation") other than as expressly set out in this Agreement. Nothing in this Section 1.2 shall limit or exclude any liability for any fraudulent Representation.

1.3. These purchasing conditions shall apply until revocation by the Buyer of all future performance of services by the Supplier even if they have not expressly been agreed to again. Agreed upon modifications only

apply to the Services for which they were confirmed in a signed writing between the Parties.

2. Purchase Orders

2.1. The Services are only to be performed upon the Supplier's receipt of a valid purchase order of the Buyer. Purchase orders of the Buyer are only binding if they are placed by the Buyer in writing or electronically or if they have been confirmed by the Buyer in writing or electronically after the purchase order has been placed orally or by telephone, quoting the purchase order number. The same written confirmation requirements apply to oral ancillary arrangements or subsequent changes of the purchase order. Acceptance of the purchase order by the Supplier has to be made on the form provided for this purpose on the purchase order, unless otherwise agreed upon in writing by the Parties.

2.2. The Buyer is entitled to cancel any purchase order free of charge unless and until the Supplier provides written acceptance of such purchase order.

2.3. The correct and relevant purchase order number for the Buyer must be stated in all Supplier correspondence, invoices and shipping documents.

2.4. After the Supplier's acceptance of this Agreement, the Supplier shall accommodate and accept all reasonable changes to the purchase order requested by the Buyer in writing. Any claim for an increase in price or for an extension of the performance or completion date of the Services caused by any such Buyer-requested change shall be made by the Supplier within 10 days from the Supplier's receipt of information necessary to make such change. No increase in price or extension of the performance or completion date of the Services shall be binding unless agreed to in writing by the Parties.

2.5. The Supplier is not entitled to subcontract the performance of the Services as a whole or in significant part without the prior written approval of the Buyer.

2.6. The Supplier represents and warrants that any spare or replacement parts necessary for any Work Product to properly function can be supplied to the Buyer for 15 years from completion of the Services on reasonable terms. If the Supplier intends to cease the manufacture or delivery of spare or replacement parts after expiry of the fixed period above, the Supplier is obliged to inform the Buyer of this immediately in writing, giving the Buyer the opportunity to place a final order.

3. Services Scope

3.1. The scope of the Services shall be set forth in a purchase order placed by the Buyer.

3.2. Necessary protective equipment, certificates of origin and storage, assembly and operating instructions and data sheets all issued in English and all other languages specified on the applicable purchase order must be delivered to the Supplier before completion of the Services, as applicable. The



same applies to documents required for maintenance and repair of any Work Product.

3.3. The Supplier shall use eco-friendly products and processes within the framework of what is economically and technically feasible. The Supplier will issue a certificate of inspection free of charge for any Work Product delivered at the Buyer's request.

4. Performance Date, Liquidated Damages, Substitute Performance

4.1. The Supplier shall provide the Services by the date specified on the purchase order complete, without defects, and if relevant, at the location agreed in the purchase order. Where no date is specified on the purchase order, the Supplier shall provide the services within a reasonable time. The Supplier acknowledges that time is of the essence for the performance of the Services.

4.2. Early performance of the Services may only be made with written approval of the Buyer and does not affect the agreed payment date.

4.3. The Supplier must notify the Buyer in writing immediately of any foreseeable delay in performing the Services, stating the reasons and the probable duration of the delay.

4.4. The Buyer is entitled to payment of liquidated damages from the Supplier equal to 0.5% of the purchase order value of the Services delayed per full week of delay up to a maximum of 7% of said purchase order value, which must be paid within 30 days of written demand, which both parties acknowledge is a reasonable pre-estimate of the Buyer's loss. The Buyer reserves the right to assert the liquidated damages at any time, including at the point of delay or after the final payment is made.

4.5. Where the Services are delayed, the Buyer may, in addition to making a claim under Section 4.4, cancel the Services and either complete them itself or procure them from a third party supplier. In such case the Supplier is obliged to surrender the documents required for performance of the Services immediately to the Buyer. If intellectual property rights hinder the completion of the Services by Buyer or its appointed third party supplier, the Supplier shall license, or procure that the relevant third party licenses, those rights to the Buyer and/or its third party supplier immediately. Where the Buyer cancels the Services under this Section 4.5 and the Work Product cannot be reused by the Buyer or its new third party supplier (at the Buyer's reasonable discretion), the Supplier shall refund any amounts pre-paid for the relevant Services (or a pro-rata proportion of them where part of the Work Product can be re-used).

4.6. The rights of the Buyer in this Section 4 are cumulative with and in addition to any other rights or remedies available to the Buyer under this Agreement, at law.

The acceptance of a delay by the Buyer for the Supplier's performance of the Services does not constitute any waiver of claims for compensation due under this Agreement or of any rights or remedies available at law.

5. Termination

5.1. The Buyer may terminate this Agreement for its convenience, in whole or in part, by written or electronic notice at any time, and the Buyer shall not be responsible for payment for any unperformed Services as of the termination date, and the Supplier shall immediately refund to the Buyer any down or advance payment for such unperformed Services. Notwithstanding the foregoing, if the Supplier has sent written acceptance of the Buyer's purchase order as stated in Section 2.2 and the Buyer terminates this Agreement pursuant to this Section 5.1, then the Buyer shall pay to the Supplier all reasonable and direct costs and expenses actually incurred by the Supplier in fulfillment of such purchase order (without prejudice to the Supplier's duty to mitigate its losses) before termination. In no event shall Buyer be liable for lost or anticipated profits, unabsorbed indirect costs or overhead or any amount in excess of the purchase order price. The provisions of this Section 5.1 shall not limit or affect the right of Buyer to terminate this Agreement for fault.

5.2. If circumstances for which the Buyer is not responsible lead to a closure or impairment of the operations of the Buyer or of the Buyer's customer for whom the Services are intended, the Buyer's obligation to pay for the Services is suspended for the duration of the closure or impairment of operations. In such cases, the Supplier hereby foregoes and expressly waives all rights and remedies it may have against the Buyer.

5.3. The Buyer is entitled to suspend or terminate this Agreement either in whole or in part if there is a "force majeure event." A force majeure event is any event outside of the Buyer's reasonable control that negatively affects the Buyer's operations, including, but not limited to, natural disasters, import and export restrictions, strikes, acts of God, acts of terrorism, war (whether or not declared), riots, lockouts or other operational disruptions, both at the Buyer as well as at the Supplier.

5.4. The Buyer may terminate this Agreement if :

- the Supplier becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party;
- a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of the Supplier, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
- the ability of the Supplier's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of the Supplier's



creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums;

- any process is instituted which could lead to the Supplier being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction); or
- the Supplier is subject to anything similar to any of the above in any jurisdiction.

5.5. If the Buyer terminates this Agreement pursuant to this Section 5 and the Supplier has not received consideration for Work Product delivered, the Buyer is entitled to make use of that Work Product made available by the Supplier in return for reasonable payment.

5.6. In addition to Buyer's right to terminate this Agreement as otherwise provided herein, the Buyer may terminate this Agreement immediately by notice where the Supplier breaches this Agreement: (a) and that breach is not capable of remedy; or (b) where the breach is capable of remedy, such breach has not been remedied within 10 days of being notified about that breach..

6. Place of Performance

Unless otherwise agreed in writing, the place of performance for all Services obligations is the location stated in writing by the Buyer. If no such destination has been stated, the place of performance is the principal office of the Buyer.

7. Prices

7.1. The agreed prices stated in a purchase order are fixed prices. Such prices are inclusive of all payments required of the Buyer, and no additional expenses or costs of the Supplier may be added, and the Buyer shall not be required to reimburse the Supplier for any such costs or expenses. The price components, including any and all sales taxes, must be shown separately by the Supplier on all invoices.

8. Terms of Payment

8.1. The Buyer shall use the method of payment stated in each purchase order, and if no method is stated, then the Buyer may choose a method at its discretion. Fees for the Services may be time and materials, flat fee, or as otherwise specifically stated in the purchase order.

8.2. Subject to Section 8.4 below, payments shall not become due and shall not be invoiced before the Services have been completely rendered, an agreed payment milestone has been reached or where agreed between the Parties the Services have been accepted by the Buyer.

8.3. A proper invoice must conform with the terms of this Agreement, including but not limited to detailing the purchase order number. Incorrect invoices are only regarded as received by the Buyer from the time of

correction and redelivery by the Supplier. Invoices must be issued in British pound sterling (GBP) unless otherwise agreed. Online invoices are only permissible with prior written approval of the Buyer.

8.4. Unless otherwise agreed in writing, payments are due 30 days after receipt of a proper and undisputed invoice including a 3% discount (trade discount) or otherwise 60 days net. The trade discount is also permissible if the Buyer offsets or withholds payments on account of defects in the Services; the discount period begins after complete elimination of defects in the Services.

8.5. The Buyer shall not be deemed to be in default of this Agreement for late payment unless the Supplier has given the Buyer written notice of such overdue amount and the Buyer has failed to pay such amount within 30 days of receiving that notice.

8.6. The Buyer is entitled to rights of offsetting and withholding to the extent permitted by applicable law.

8.7. If any down payments must be made by the Buyer before performance of the Services, the Supplier must provide a corresponding irrevocable letter of credit in favor of the Buyer before the Buyer effects such payment in form satisfactory to Buyer in its sole discretion.

8.8. Payments do not indicate acceptance of the Services as being in accordance with this Agreement.

9. Assignment, Pledging

9.1. The Supplier is not entitled without the Buyer's prior written approval to assign this Agreement, or any of its rights or obligations in this Agreement. If the Supplier nevertheless assigns its rights to receive payments under this Agreement to third parties or has them collected by third parties, the Buyer can, at its sole discretion, pay either the Supplier or such third parties with discharging effect.

10. Representations and Warranties

10.1. The Supplier represents and warrants that all Services are free of defects, comply with this Agreement and its specifications, are suitable for the intended use and application and provided with reasonable skill and care, and correspond with the relevant guidelines of professional associations and trade associations. If the Supplier has reservations regarding the Buyer's intended use of the Services or Work Products, it must notify the Buyer of this immediately in writing. The Supplier further represents and warrants that it has good and marketable title to the Work Product, and that the Work Product is free of all liens and encumbrances.

10.2. The Buyer shall check the Work Product within a reasonable period following delivery and notify the Supplier of any non-conformance.

10.3. Where the Services or Work Product do not conform to the warranties and representations given in Section 10.1, the Buyer may, without prejudice to any other rights or remedies it may have at law or under this



Agreement:(i) terminate this Agreement and receive reimbursement from the Supplier for all of the Buyer's expenses, payments, costs and damages related to the non-conforming Services; or (ii) require re-performance of the Services by the Supplier until they are defect-free.

10.4. The Supplier bears all expenses arising in connection with the identification and rectification of any defect in the Services, including examination costs, costs for dismantling and installation, shipment, transport, work, material and travel costs, and shall reimburse the Buyer for any such costs it incurs as a result of such defects.

10.5. If the Supplier does not meet the demand of the Buyer to rectify the defect within the period (if any) set in the Buyer's sole discretion, the Buyer is entitled to carry out the measures required to rectify the defects itself or have them carried out by third parties at the expense of the Supplier.

10.6. Measures to correct minor defects or to avoid disproportionately great damage or to avoid threats to operational safety for the Buyer or third parties may be carried out by the Buyer or by third parties engaged by the Buyer, without prior consultation with and at the sole expense of the Supplier. The Buyer shall inform the Supplier immediately of the reason, nature and scope of these measures. This does not affect the remedies of the Buyer if the Supplier is in breach of its representations and warranties in this Section 10.

11. Third-Party Rights, Indemnification

11.1. The Supplier represents and warrants that the Services (and the Work Product) are free from any third-party liens, encumbrances or other rights, and do not infringe upon the intellectual property rights of any third party.

11.2. The Supplier shall indemnify, defend and hold the Buyer and its affiliates, employees, directors, officers, agents, contractors and customers harmless from all damages, expenses, losses, fines, penalties and costs (including attorneys' fees) arising from or related to any claim or allegation made by a third party that the Buyer's receipt of the Services or use of the Work Product infringes their intellectual property or other rights ("Claim").

The Supplier and the Buyer will inform each other without delay of any actual or suspected Claim.

11.3. If a Claim is made, the Supplier shall: (i) modify the Services or the Work Product so that they avoid the Claim; or (ii) obtain a license for the Buyer (at the Supplier's sole expense) to use the infringing Services or Work Product. The Supplier is obliged to support the Buyer in any in or out-of court disputes with any person making a Claim.

11.4. In the case of defects in title, the rights of the Buyer are determined according to applicable law. Notwithstanding the foregoing, the period of limitation for defects-in-title claims is 10 years, starting from the

date on which the Services are rendered or the Work Product is delivered.

12. Software, Intellectual Property Ownership, License

12.1. The Supplier agrees that all trade secrets, trademarks, patents, ideas, concepts, processes, copyrights, improvements, inventions or other intellectual property, whether or not actually patentable or copyrightable, and all Work Product (collectively, "IP"), written, created, made, acquired, disclosed, delivered, developed or conceived by the Supplier in the course of or in relation to the provision of the Services, and/or jointly between the Supplier and the Buyer during the term of this Agreement, shall be the Buyer's property. The Supplier hereby assigns to the Buyer (including by way of future assignment), with full title guarantee, all of its right, title and interest in and to the IP together with all associated goodwill and the right to sue in respect of every act of infringement of such rights occurring prior to the effective date of the assignment, and the Supplier will:

- procure from all authors of each such assigned material written absolute waivers of any and all moral rights in such material arising under applicable law; and
- use reasonable endeavours to execute promptly any and all such documents and to do all acts and things as may reasonably be required or desired by the Buyer to give effect to this Section 12.1.

12.2. The Supplier further agrees to deliver to the Buyer any and all information, documents, digital data, drawings, notes, photographs, copies and specifications, memoranda and data relating to IP, to cooperate fully during this engagement with the Buyer and thereafter in securing ownership or copyright, trademark or patent protection or other similar rights in the United Kingdom and foreign countries, and to give evidence and testimony and to execute and deliver to the Buyer all documents requested by it in connection therewith.

12.3. To the extent that IP was not created specifically for the Buyer, or where a third party owns and the Supplier does not have the ownership rights necessary to transfer and assign IP pursuant to Section 12.1, or if for other reasons the assignment of IP according to Section 12.1 is not possible or fails, the Supplier grants to the Buyer and its subsidiaries and affiliates a perpetual, worldwide, fully paid-up, royalty-free, irrevocable, sublicensable, non-exclusive license to manufacture, sell, offer for sale, import, display, copy, create derivative works, or use that IP (the "License"). The Supplier represents and warrants that it has the full rights necessary to grant the License to the Buyer.

12.4. Except as expressly set out in this Agreement, the Buyer does not grant the Supplier any rights of ownership or a license under any IP owned or controlled by the Buyer or any related entity.



12.5. The Buyer grants to the Supplier a royalty free, non-exclusive, non-sublicensable, revocable licence to use any intellectual property rights owned by it during the term of this Agreement solely as necessary to provide the Services.

12.6. To the extent that Work Product includes software, the Supplier shall check that software before its delivery and installation with up-to-date, standard virus protection programs for viruses, Trojans or other computer malware, and the Supplier shall be solely responsible for any defects in the software and any damage to the Buyer's systems caused by the software.

13. Legal Requirements, Quality Assurance, Product Liability

13.1. The Supplier is reminded that the Buyer sells its products worldwide.

13.2. The Supplier undertakes to observe the legal provisions applicable to the Services at the place of any performance, especially regarding accident prevention, industrial and machine safety and environmental protection. The Supplier represents and warrants that it will comply with all applicable law in performance of the Services, and any Buyer policies or procedures notified to the Supplier in writing in advance.

13.3. The Supplier must carry out quality assurance programs, policies and procedures in accordance with state of the art technology, suitable in type and scope, and on request demonstrate this to the Buyer.

The Supplier will execute the Buyer's corresponding quality assurance agreement on request.

13.4. The Supplier shall take out commercially reasonable and adequate insurance in the following types: (i) product liability, including any recall risk, (ii) professional liability, (iii) employer's liability, and (iv) if the Supplier will access the Buyer's network or data systems or supply software and associated services, cyber liability insurance including coverage for the loss or improper access or disclosure of data or confidential information (the "Insurance Policies"). The Insurance Policies must name Buyer as an additional insured and contain a Section that the insurer shall endeavor not to cancel without first giving the Buyer 30 days' prior written notice. The Supplier shall present a certificate of the Insurance Policies to the Buyer on request and in a form satisfactory to the Buyer. The Insurance Policies shall have commercially reasonable deductibles and per occurrence and aggregate limits in amounts satisfactory to the Buyer.

13.5. The Supplier must notify the Buyer without being asked and immediately of changes in the composition of the processed material or structural design used in the performance of the Services. Any such changes require the written approval of the Buyer.

14. Customs Law and Foreign Trade Legislation

14.1. The Supplier undertakes to comply with the applicable national and international customs and

foreign trade legislation (together "foreign trade law"). The Supplier must inform the Buyer in writing at the latest two weeks after completion of the Services and in the case of changes immediately of all information and data which the Buyer requires to comply with foreign trade law in the case of export, import and re-export, in particular:

- all applicable export list numbers;
- the statistical goods number pursuant to the current goods allocation of the foreign trade statistics and the HS (Harmonized System) Code and
- Country of origin (non-preferential origin) and if requested by the Buyer, supplier declarations on the preferential origin (in the case of European suppliers) or certificates of preference (in the case of non-European suppliers).

All information and data designated previously are agreed as the constitution of the supply.

14.2. If the Supplier fails to perform its obligations according to this Section 14 the Buyer may treat such breach as incapable of remedy for the purposes of Section 5.6.

15. Work Product; Advertising; Confidentiality

15.1. Work Product shall become the property of the Buyer upon payment. Prior to completion of the Services, Work Product must be treated carefully by the Supplier, labeled as the property of the Buyer and, if possible, stored separately from the other products of the Supplier and insured against loss and other damage at the expense of the Supplier. At the Buyer's request, the Supplier must surrender Work Product free of third-party rights to the Buyer without exception.

15.2. All drawings, plans, sketches and other technical documents and materials, and all derivations thereof, provided to the Supplier for the performance of the Services remain the sole property of the Buyer even in the case of processing, altering, copying, or modifying by the Supplier. They must be returned immediately to the Buyer upon the earlier of the completion of the Services or on the Buyer's request.

15.3. This Agreement and any material transmitted to the Supplier is information confidential or proprietary to the Buyer, its subsidiaries or affiliates, and such information is not to be used by the Supplier other than for provision of the Services. The Supplier shall hold such information in the strictest confidence and not disclose such information to third parties without the prior written consent of the Buyer, except for Supplier's employees or sub-contractors (appointed in accordance with this Agreement) who have a reason to know the same in order to perform the obligations in this Agreement. The Supplier will execute a separate confidentiality and non-disclosure agreement if required by the Buyer. The Supplier will take reasonable measures to protect such information from misuse and unauthorized access or disclosure, but in



no event less than the measures it takes to protect its own information. The Supplier shall not reverse engineer, decompile or dis assemble any physical object containing Buyer's confidential information. The Supplier will promptly return or destroy such information upon conclusion of performance of the Services or the termination of this Agreement, or earlier if requested by the Buyer. The Supplier shall notify the Buyer immediately, but in no case less than two working days, and provide full information regarding any potential breach or improper use or disclosure of such information.

15.4. The Supplier may only refer to the business relationship with the Buyer with the prior written approval of the Buyer. The Supplier is not entitled to use trade names, logos or trademarks of the Buyer.

15.5. The Supplier is forbidden to present the Work Product at fairs or make the same accessible to third parties.

15.6. If Supplier and Buyer have entered into a separate non-disclosure agreement, the terms of such agreement that are not in conflict with the provisions of this Section 15 shall be incorporated herein by reference and shall be binding upon the Parties.

16. Partial Invalidity

Should a provision of this Agreement be invalid as a matter of law, either in whole or in part, this shall not affect the validity of the remaining provisions. The Supplier and the Buyer shall endeavor to agree on a

valid provision that comes as close as possible to the invalid provision in business terms. If no agreement is reached, the court shall decide.

17. Place of Jurisdiction and Applicable Law

17.1. Any proceeding arising out of or relating to this Agreement shall be brought in the English courts, and each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such proceeding shall be heard and determined only in such courts, and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

17.2. The laws of England shall govern this Agreement, without regard to its conflict of laws principles.

18. Independent Contractor

18.1 The Supplier is an independent contractor. Nothing in this Agreement, and no conduct, communication, trade practice or course of dealing between the Parties or their subsidiaries or affiliates, shall be interpreted or deemed to create any partnership, joint venture, agency, or fiduciary relationship.

19. Amendment

19.1. An amendment to this Agreement shall only be valid where made in writing and signed by both Parties.

Note on compliance

We advise that our employees are instructed to strictly comply with all applicable law and the Values and Principles of Körber AG. In particular, our employees are not allowed to demand or to accept any inappropriate favors and donations, or to accept any promise hereof. You will find further details in our code of conduct at www.koerber.de/en/corporate-responsibility/corporate-governance/compliance.

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