

## General Purchasing Terms and Conditions

### 1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

**Business Day** means a day, other than a Saturday, Sunday or public holiday in the country where Ensera is based, when banks in that country are open for business.

**Commencement Date** has the meaning given in clause 2.2.

**Conditions** means these terms and conditions as amended from time to time in accordance with clause 17.9.

**Contract** means the contract between Ensera and the Supplier for the supply of Goods and/or Services by the Supplier in accordance with these Conditions, the relevant Order, the relevant Specification and any relevant quality agreement in place.

**Deliverables** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Delivery Date** means the date specified in the Order.

**Delivery Location** means the address for delivery of Goods as set out in the Order.

**Ensera** means the Ensera Group Company specified in the Order.

**Ensera Materials** has the meaning set out in clause 4.1.

**Goods** means the goods, items, materials, or equipment (or any part of them) set out in the Order.

**Group** means any company, corporation, partnership, or other entity that is affiliated with a company, including but not limited to its subsidiaries, parent companies, and any other entities under common control with that company.

**Group Company** means a member of a Group.

**Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair

competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered 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.

**Mandatory Policies** means any Ensera business policies and codes as notified in writing by Ensera to the Supplier from time to time, which the Supplier shall comply with upon receipt of written notice.

**Order** means Ensera's order for the supply of Goods and/or Services, as set out in Ensera's purchase order form, or in Ensera's written acceptance of the Supplier's quotation, or other written confirmation of an order, as the case may be.

**Parties** means Ensera and the Supplier collectively, and **Party** means either one of them.

**Services** means the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification.

**Specification** means the description or specification for Goods and/or Services provided by Ensera to the Supplier or approved by Ensera in writing, including any relevant plans, drawings, data, or other documents as specified in the Order.

**Supplier** means the person or firm from whom Ensera purchases the Goods or Services or Goods and Services as set out in the Order.

#### 1.2 Interpretation:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as



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illustrative and shall not limit the sense of the words preceding those terms.

- 1.2.5 A reference to writing or written excludes fax but not email or other electronic written confirmation.

### 2 Basis of contract

- 2.1 The Order constitutes an offer by Ensera to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

- 2.2 The Order shall be accepted on the earlier of:

2.2.1 the Supplier issuing written acceptance of the Order within 5 Business Days of receipt;

2.2.2 any act by the Supplier consistent with fulfilling the Order.

at which point and on which date the Contract shall come into existence (**Commencement Date**).

- 2.3 Ensera has the right to correct obvious calculation and typing errors in the price and quantity information in an Order within 2 Business Days of issuing the Order. The Supplier may request correction of obvious errors within 2 Business Days of receiving the Order, subject to Ensera's written approval.

- 2.4 Any forecasts issued by Ensera concerning anticipated requirements for Goods or Services are not offers to purchase or Orders.

- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

### 3 Goods, prices and specifications

- 3.1 The Goods or Services purchased and sold in accordance with the Contract shall be set out in the Order and, if relevant, the Specification. The prices of Goods or Services shall be as set out in the Order, the Specification, or as otherwise agreed in writing between the Parties to apply to all Orders for an agreed set duration or on an ongoing basis. Where prices are agreed in writing they may only be increased by Ensera's prior written agreement, and any purported price increase without such agreement shall be void and of no effect.

- 3.2 The prices agreed are fixed prices for the duration of the Contract (or such longer period as agreed in writing as set out in clause 3.1) and shall not be

increased for any reason, including but not limited to currency fluctuations, increased material costs, tariffs, labor costs, or overhead expenses. Any cost reductions achieved by the Supplier shall be passed through to Ensera in the form of price reductions. The Supplier shall not be entitled to make invoicing charges or other additional charges not agreed in writing by Ensera.

- 3.3 All Goods and Services provided by the Supplier to Ensera shall meet the Specification(s) and comply with all applicable law and regulatory requirements. The Supplier is not entitled to change the Specification(s) or any part thereof, nor any raw material(s), manufacturing processes, facilities, or suppliers used in the provision of Goods or Services, without Ensera's prior written consent and completion of necessary change control procedures. Any such changes may require regulatory approval and validation before implementation, with all associated costs to be borne by the Supplier.

- 3.4 Any forecasts issued by Ensera concerning anticipated needs for Goods or Services are not offers to purchase Goods or Services by Ensera and are in no way binding on Ensera. Any measures the Supplier undertakes based on such forecasts are at the Supplier's sole risk.

### 4 Ensera Materials

- 4.1 Ensera shall maintain title and ownership of any and all drawings, items, tools, materials and raw materials provided by or on behalf of Ensera (**Ensera Materials**). The Supplier shall clearly mark and keep Ensera Materials separate from other drawings, items, tools and materials. All Ensera Materials shall be returned, at the Supplier's expense, to Ensera upon the expiry, termination or cancellation of the Contract, or, in any event, upon Ensera's written request.

- 4.2 The Supplier shall take good care of the Ensera Materials and shall ensure that they are insured, kept in good condition, and stored properly. Unless otherwise agreed by Ensera, the Supplier shall not have the right to make any use of Ensera Materials, other than for the purpose of fulfilling the Contract.

- 4.3 The Supplier is responsible for inspecting Ensera Materials and shall without undue delay notify Ensera in writing of any defect, discrepancy and inconsistency discovered therein.

### 5 Rescheduling and cancellation

- 5.1 Ensera has the right, at its sole discretion and without any liability for costs, damages, or losses related thereto, to temporarily suspend the supply of Goods or Services immediately and without prior notice to the Supplier. Ensera shall specify which part of the delivery shall be suspended, the effective date of the suspension and the expected date for resumption.



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- 5.2 Ensera has the right, at any time, to cancel an Order free of charge at its sole discretion, with the consequence that the Supplier's obligation to perform the supply of Goods or Services under that Contract shall immediately cease.
- 5.3 Following cancellation pursuant to clause 5.2, Ensera's sole liability shall be limited to paying:
- 5.3.1 the unpaid balance due to the Supplier for the Goods or Services already delivered; and
- 5.3.2 the costs (**Cancellation Costs**) the Supplier can evidence it has actually incurred for specific raw materials and/or goods not used in Goods or Services referred to in clause 5.3.1 which have been purchased by the Supplier specifically for supplying the Goods or Services in line with the cancelled Order (**Raw Materials**).
- 5.4 Ensera's obligation to pay Cancellation Costs under clause 5.3 is subject to the following conditions:
- 5.4.1 the Supplier had informed Ensera in writing in advance about the volumes and cost of Raw Materials it intended to order in line with an Order and such Raw Materials were ordered in line with lead times detailed in the relevant Order;
- 5.4.2 the Raw Materials were ordered by the Supplier prior to receipt of the notice of cancellation;
- 5.4.3 the Supplier can evidence to Ensera's reasonable satisfaction that it has taken all steps to mitigate the Cancellation Costs, including cancelling or reducing orders for Raw Materials, or putting such Raw Materials to other usage or selling such Raw Materials; and
- 5.4.4 where Ensera pays Cancellation Costs for specific Raw Materials those Raw Materials shall at Ensera's option be delivered to Ensera in accordance with clause 6.
- 6 **Delivery**
- 6.1 The terms of delivery shall be DDP in accordance with INCOTERMS 2020 unless otherwise agreed by Ensera in writing.
- 6.2 Time is of the essence in relation to the delivery obligations of the Supplier under this Contract. The Supplier agrees to provide Goods and Services strictly in accordance with the dates stipulated by Ensera in the Order or otherwise in writing at the time of or before submitting the Order (the **Delivery Date**). Any delay in delivery shall be deemed a material breach of the Contract, entitling Ensera to all remedies available under the Contract or at law.
- 6.3 Unless otherwise agreed in writing by Ensera, partial deliveries are not permitted. If Ensera agrees to accept a partial delivery, this acceptance shall not constitute a waiver of Ensera's rights in relation to the remaining undelivered Goods or any other rights under this Contract.
- 6.4 Delivery shall not be deemed complete until (a) in the case of Goods, they have been inspected and accepted by Ensera in its sole discretion; and (b) in the case of Services, Ensera has confirmed in writing that the Services have been performed in accordance with the Specification and Contract requirements. Ensera reserves the right to reject any Goods or Services that do not conform to the Specification or other requirements of the Contract, and the Supplier shall be responsible for all costs associated with the return or replacement of non-conforming Goods or of repeating Services, including but not limited to transportation costs, inspection costs, storage costs, disposal costs, and any costs incurred by Ensera in procuring replacement goods or services from alternative suppliers.
- 6.5 Ensera shall not be obliged to accept or pay for any Goods delivered in excess of five percent (5%) above the quantity specified in the Order (Excess Goods). Any Excess Goods delivered without Ensera's prior written consent shall remain entirely at the Supplier's risk and shall not pass to Ensera. Ensera may at its discretion: (a) hold the Excess Goods at the Supplier's risk and expense pending return or collection; or (b) return the Excess Goods to the Supplier at the Supplier's sole cost and expense, including all transportation, storage, handling and insurance costs. Ensera's acceptance or payment of any Goods that include Excess Goods shall not constitute acceptance of, or agreement to pay for, such Excess Goods.
- 7 **Packing, marking, user's manuals and shipping documents**
- 7.1 The Supplier shall be responsible for the proper packing and protecting of Goods for transportation in accordance with Ensera's instructions (which may be updated from time to time), all applicable law, and all applicable regulatory requirements and guidance, and shall ensure that all packaging maintains product integrity, sterility (where applicable), and compliance with pharmaceutical requirements throughout transportation.
- 7.2 Prices for Goods shall include the costs of packing and/or protection required to prevent damage to or deterioration of the Goods during transportation. The Supplier shall be solely responsible, at its own cost and expense, for obtaining and maintaining all export or import licenses, permits, and authorisations required for the shipping and/or delivery of the Goods



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and for paying any tariffs or governmental charges levied in respect of the shipping and/or delivery of the Goods.

7.3 All labelling required by applicable law or regulatory requirements or Ensera's written requirements as provided to the Supplier prior to or upon Order or at any time thereafter must be undertaken by the Supplier at the Supplier's sole cost and expense, and Ensera may reject Goods which do not meet such requirements without any liability to the Supplier. For example:

7.3.1 Each package shall be clearly marked with Ensera particulars of the consignment (description, item and Order numbers, packages, dimensions, gross and net weight, etc.).

7.3.2 Substances dangerous to health and the environment must be clearly marked.

7.3.3 Goods falling under the scope of RoHS Directive (EC/95/2005) and WEEE Directive (EC/96/2005) must be identified according to Jedec standard (JESD97) or other similar internationally acknowledged guideline on marking of Pb-free products.

7.4 The Supplier shall, upon shipment or earlier if requested by Ensera, provide Ensera with all drawings, design documents, instruction manuals, maintenance instructions, technical specifications, certificates of analysis, certificates of conformity, material safety data sheets, and spare part lists for Goods in the English language and in such format as Ensera may reasonably require.

7.5 The Supplier shall provide Ensera with details of the consignment, not later than four (4) days prior to delivery at the agreed delivery location. The Supplier shall provide confirmed packing lists for Ensera. A copy of the packing list shall be inserted in a weatherproof pocket and attached to the packaging of the consignment.

### 8 Delays

8.1 The Supplier shall immediately notify Ensera in writing of any anticipated delay in meeting the Delivery Date, providing a detailed explanation of the reasons for the delay and an estimated new Delivery Date. Such notice shall not relieve the Supplier of its obligations under this Contract, nor limit Ensera's rights to enforce strict adherence to the original Delivery Date.

8.2 In the event of any delay in delivery, Ensera shall have the right to exercise any or all of the following remedies, at its sole discretion: (a) to require the Supplier to expedite delivery at the Supplier's expense; (b) to cancel the Order, in whole or in part, without liability; (c) to recover from the Supplier any

additional costs incurred as a result of the delay, including costs of obtaining alternative products; (d) to claim liquidated damages as specified in clause 8.3.

8.3 If a delivery is delayed, Ensera is entitled to claim liquidated damages, calculated as zero point five percent (0.5%) of the price of the delayed Goods for each day of delay, up to a maximum of 15% of the price of the delayed Goods. The liquidated damages shall be without prejudice to any other rights or remedies available to Ensera under the Contract or at law, including the right to claim additional damages where Ensera's actual loss exceeds the amount of liquidated damages.

### 9 Title and payment terms

9.1 Title to the Goods shall pass to Ensera upon the earlier of the Goods being delivered into the possession of Ensera or being paid for by Ensera.

9.2 The Supplier shall be entitled to invoice the Goods and/or Services upon delivery. The payment term is sixty (60) days net following receipt by Ensera of both (i) conforming Goods and/or Services that have passed inspection and (ii) a correct and valid invoice. Invoices shall be considered paid when Ensera's bank account has been debited. Payment shall not constitute Ensera's acceptance of any Goods or Services.

### 10 Quality requirements

10.1 Where required by Ensera the Supplier shall enter into a quality agreement setting out the parties' responsibilities in relation to quality matters, and shall comply with such agreement in relation to each Contract.

10.2 The Supplier shall be responsible for all environmental aspects of its supply of the Goods. The Supplier shall not use materials, which are dangerous or harmful to health or the environment or cause other similar risks.

10.3 The Supplier shall at its own cost obtain all necessary approvals for the Goods which are required to enable Ensera to sell the Goods or incorporate the Goods into any other products. The Supplier upholds quality and environmental systems according to all applicable law and applicable regulatory requirements, and any other relevant pharmaceutical industry quality standards. The Supplier shall maintain all necessary regulatory certifications and permits required for pharmaceutical manufacturing and supply. Use of any other standards must be approved by Ensera in advance. The Supplier shall permit Ensera to conduct quality audits upon reasonable notice and shall promptly address any findings.

10.4 The Supplier shall comply with all applicable law and regulatory requirements, including but not limited to ensuring that the Goods and Services meet all



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- applicable regulatory requirements, including but not limited to those imposed by any governmental entity having jurisdiction over the production, transport, storage, handling and/or sale of the Goods, and the technical standards and the environmental and special market requirements stated in the Order and the demands of commercial or good technical practice. Any modification, documentation, approval or procedure required to the Goods or Services by applicable laws or regulatory requirements shall be the responsibility and at the cost of the Supplier.
- 10.5 The Supplier shall use recyclable materials in packaging and the Supplier shall minimise the waste of packaging material.
- 10.6 Ensera and/or its customers shall be entitled to inspect the Goods and their manufacture or production, including the quality assurance system, at the premises of the Supplier or of the Supplier's subcontractors. At Ensera's request, the Supplier shall furnish a certificate for delivered Goods stating that the Goods conform with the requirements of this clause 10.
- 10.7 The Supplier shall at all times comply with the Mandatory Policies.
- 10.8 Ensera shall have the right, upon reasonable notice, to audit the compliance of the Supplier and its subcontractors with the terms of the Contract and with applicable law and regulatory requirements. Such audits may be conducted by Ensera, its designated representatives, or relevant regulatory authorities, and Supplier shall promptly provide access to all facilities, personnel, documentation, and quality control systems as required under applicable law and regulatory requirements. All costs associated with such audits shall be borne by the Supplier.
- 10.9 Any change(s) in the manufacture or delivery process that may affect the quality, fit, form or function of any Goods, or otherwise affect the correct fulfillment of the Supplier's obligations under the Contract require prior written consent of Ensera and must comply with all applicable law and regulatory requirements. This includes but is not limited to changes in raw materials, manufacturing processes, testing methods, specifications, facilities, equipment, key personnel, or quality systems. All such changes must be validated before implementation. Relocation of the Supplier's manufacturing facilities requires twelve (12) months' prior written notice and Ensera's express written consent, which may be withheld or conditioned in Ensera's sole and absolute discretion for any reason or no reason, including but not limited to concerns regarding supply chain continuity, quality assurance, regulatory compliance, or logistical impact.
- 10.10 The Supplier shall further commit to (i) cover any extra expenses due to changes in manufacture, including but not limited to validation costs, and (ii) prepare a written action plan acceptable to Ensera in order to secure the supply and deliveries of Goods, (iii) build up a sufficient security stock of Goods.
- 10.11 The Supplier shall maintain at all times and provide to Ensera upon execution of the Contract a written "Production Recovery Plan" which shall describe in detail how the Supplier shall handle the recovery from any incidents affecting the production and delivery of Goods.
- 11 Warranty and Indemnity**
- 11.1 The Supplier hereby warrants all Goods to be free from defects in design, materials and workmanship for a period of thirty-six (36) months from the date of delivery. The Supplier acknowledges and approves that any incoming inspection of Goods carried out by Ensera shall not limit the Supplier's liability or Ensera's rights in any way.
- 11.2 The warranty provided by the Supplier to Ensera in clause 11.1 shall include that the Goods supplied shall: (i) be new, unused, in good working condition, merchantable and free from all defects, including but not limited to, defects arising out of design, materials, packaging and/or workmanship; (ii) be manufactured in accordance with all applicable law and regulatory requirements; (iii) be accompanied by appropriate certificates of analysis, conformity, and where applicable, sterility; (iv) be of a high quality and fit for the purpose for which they are intended and as stated on or in any Supplier packaging, labelling, advertising or promotional materials; and (v) strictly conform to the Specification(s), the samples approved by Ensera (if any) and the quality requirements or any other requirements stated by Ensera in writing, whether in these Conditions, an Order, a Specification or otherwise.
- 11.3 If Ensera finds any Goods not to meet the warranties given by the Supplier, Ensera may at Ensera's sole option and upon notice to the Supplier:
- 11.3.1 require the Supplier to supply replacement Goods which fully satisfy the given warranties at Supplier's sole risk and expense within such period of time as Ensera may reasonably specify;
- 11.3.2 require the Supplier to reimburse Ensera the price of all Goods not meeting the warranties given by the Supplier;
- 11.3.3 require the Supplier to repair the Goods at the Supplier's sole risk and expense within such period of time as Ensera may specify; or
- 11.3.4 repair the Goods itself or engage a third party to repair the Goods, at the Supplier's sole risk and expense, within such time period as Ensera may specify.



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- 11.4 Any freight and insurance cost related to repair or replacement of Goods under warranty, including spare parts, shall be borne by the Supplier. The warranty period for parts which have been repaired or replaced under the warranty shall restart from the date of repair or replacement and shall run for the same duration as the original warranty period applicable to the relevant Goods.
- 11.5 The warranties and remedies in this clause 11 are in addition to all other warranties and remedies at law or in equity that Ensera may have and shall not be considered exclusive. All warranties shall be enforceable by Ensera and its customers.
- 11.6 The Supplier agrees to indemnify Ensera against and to hold Ensera harmless from any and all losses, liabilities, damages, penalties, costs, and expenses (including reasonable legal fees) incurred by Ensera in relation to (i) any defect in the Goods, whether or not the cause of such defect has been determined; (ii) any breach by the Supplier of its obligations under the Contract or any associated Specification or quality agreement; (iii) any product recall where the recall relates to or arises in connection with the Goods; (iv) any non-compliance by the Supplier with any applicable law or regulatory requirement; and (v) any product liability which arises in relation to the Goods or their manufacture, design, labelling or packaging. The Supplier's liability under this clause 11.6 shall not be reduced by reason of any act or omission of any third party, and Ensera shall not be required to establish the precise cause of any defect or non-compliance in order to rely on this indemnity.
- 11.7 Ensera's liability under any Contract shall be limited to paying the prices it has agreed to in the Orders, subject to the provisions of these Conditions. Nothing in this clause 11 limits or restricts the Supplier's liability to Ensera.
- 12 **Intellectual Property Rights and publicity**
- 12.1 Each party retains its own Intellectual Property Rights which exist prior to or are developed independently of the relevant Contract ("**Background IPR**"). Where the Supplier requires the use of Ensera's Background IPR, such use shall be by way of a non-exclusive, revocable licence granted solely for the term of this Contract and exclusively for the purpose of fulfilling the Supplier's obligations under this Contract.
- 12.2 Any Intellectual Property Rights developed by the Supplier in connection with the performance of this Contract that incorporate or are derived from Ensera's Intellectual Property Rights (or Ensera's customer's Intellectual Property Rights) shall vest in, as relevant, Ensera or its customer upon creation.
- 12.3 All Intellectual Property Rights in any Deliverables (including but not limited to design documents, drawings, specifications, data, software and reports) created or developed by the Supplier, its agents, contractors or employees in connection with this Contract shall vest in Ensera (or, as applicable, Ensera's customer) upon creation, and the Supplier hereby assigns (by way of present assignment of future rights) all such Intellectual Property Rights to Ensera with full title guarantee.
- 12.4 Notwithstanding the foregoing, to the extent any Deliverable incorporates Supplier Background IP, the Supplier grants Ensera a perpetual, irrevocable, royalty-free, worldwide, transferrable, sub-licensable, non-exclusive licence to use such Supplier Background IPR to the extent necessary to exploit the Deliverables. The Supplier shall not affix, apply or reproduce any copyright symbol, copyright notice, trade mark, or other proprietary notice of or in favour of the Supplier on any Deliverable or work product created under this Contract.
- 12.5 The Supplier agrees to indemnify Ensera against and to hold Ensera harmless from any and all claims, suits, actions, or demands asserted against Ensera or any of Ensera's direct or indirect customers, and against all liabilities, costs and expenses incurred by Ensera in connection therewith (including but not limited to reasonable legal fees), arising directly or indirectly from any claim by any third party of infringement of any patent, trade mark, copyright, design or other industrial or Intellectual Property Right which may be attributable to:
- 12.5.1 the incorporation by Ensera of any Goods into any of Ensera's products; or
- 12.5.2 the use of sale of Goods by Ensera or by any of Ensera's customers.
- 12.6 The Supplier shall not, without Ensera's prior written consent, use any trademarks or logos of Ensera. If Ensera has given such permission to the Supplier, the Supplier shall always comply with Ensera's directions and brand guidelines when using the trademarks and/or logos, and Ensera may revoke such permission at any time upon written notice to the Supplier.
- 12.7 The Supplier shall not, without Ensera's prior written consent, advertise or publish any information relating to the Order, the Contract or the relationship between Ensera and the Supplier.
- 13 **Insurance**
- The Supplier shall at all times maintain in force fully adequate and comprehensive general liability insurance with a reputable insurer, for not less than \$2,500,000 per event (or its equivalent in local currency), and shall upon request provide Ensera with certificates of insurance evidencing such coverage.



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- 14 Use of subcontractors or third party suppliers**
- 14.1 Any use of subcontractors or third party suppliers by the Supplier is subject to written prior approval of Ensera. Ensera may at any time, in its sole and absolute discretion, assess the performance of any subcontractor and withdraw such consent without notice and for any reason or no reason at all. Furthermore, the Supplier shall ensure that Ensera is allowed to audit the production location of the subcontractor or third party supplier for the Goods that are being manufactured there.
- 14.2 Ensera may require that any subcontractor enter into a separate non-disclosure agreement protecting the interests of Ensera and its customers, on terms acceptable to Ensera.
- 14.3 The Supplier has the sole responsibility and liability for the performance and non-performance of any subcontractor. Ensera's consent to use a subcontractor shall not release the Supplier from any of its duties and obligations.
- 15 Confidentiality**
- 15.1 The Supplier shall keep confidential any technical, commercial, business related, financial or company information received in connection with this business relationship. The Supplier shall use all reasonable endeavours to protect all such information from improper, unauthorised, negligent, or other inadvertent transfer to any third party.
- 15.2 All Ensera Materials which have been disclosed by Ensera to the Supplier prior, during and after this business relationship remain the property of Ensera, unless otherwise agreed between the Parties in writing. The Supplier is not allowed without Ensera's consent, to use, copy, reproduce, hand over or in any other way give information about them to a third party.
- 15.3 The Parties may have entered into a separate confidentiality or non-disclosure agreement pertaining to the transactions contemplated by the Contract. If a non-disclosure agreement exists, the terms of such agreement shall remain in full force and effect in addition to the terms of the Contract.
- 16 Regulatory Compliance**
- 16.1 The Supplier warrants and represents that it has complied and shall comply with all applicable laws and regulations relating to:
- 16.1.1 modern slavery and human trafficking, including but not limited to the Modern Slavery Act 2015 (and any equivalent legislation in any jurisdiction in which the Supplier operates), and shall on request provide Ensera with a copy of its modern slavery and human trafficking statement, conduct due diligence on its supply chain, and promptly notify Ensera of any actual or suspected instances of modern slavery or human trafficking identified within its operations or supply chain;
- 16.1.2 anti-bribery and anti-corruption, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act (where applicable), and shall maintain adequate procedures to prevent bribery within its organisation and supply chain;
- 16.1.3 data protection and privacy, including but not limited to the UK GDPR, EU GDPR (Regulation (EU) 2016/679), and all applicable national implementing legislation, and shall process any personal data received in connection with the Contract only to the extent strictly necessary to perform its obligations hereunder, and in accordance with any data processing agreement entered into between the Parties;
- 16.1.4 environmental laws and regulations applicable to its operations, supply chain and the Goods, including but not limited to those governing hazardous substances, waste management, and emissions; and
- 16.1.5 applicable health and safety laws and regulations governing its operations, premises, and personnel.
- 16.2 The Supplier shall maintain adequate policies, procedures, and training to give effect to clause 16.1, and shall upon request provide Ensera with reasonable evidence of its compliance.
- 16.3 If the Supplier breaches this clause 16 Ensera shall have the right to terminate the Order and/or Contract without any further liability.
- 16.4 The Supplier shall indemnify and hold harmless Ensera against any losses, damages, costs, penalties, regulatory fines or expenses (including reasonable legal fees) arising from any breach of this clause 16 by the Supplier or its subcontractors, affiliates, officers, directors, employees or agents.
- 17 General**
- 17.1 Assignment and other dealings:**
- 17.1.1 Ensera may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

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- 17.1.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Ensera.
- 17.2 **Notices:**
- 17.2.1 Any notice given to a Party under or in connection with the Contract shall be in writing and shall be (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to the email address specified by each Party.
- 17.2.2 Any notice shall be deemed to have been received (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours (being 9.00am to 5.00pm) in the place of receipt, at 9.00am on the next Business Day.
- 17.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 **Force majeure:** Neither Party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**) provided that it promptly notifies the other Party of the Force Majeure Event and takes steps to mitigate such Force Majeure Event. Force Majeure Events shall not include shortage or lack of material, shortage of transport, labour disputes, strikes, financial difficulties of the Supplier, or any other circumstances that were reasonably foreseeable or could have been prevented through reasonable business planning or proper performance of the Supplier's obligations under this Contract. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for thirty (30) days, the non-affected party may terminate the Contract by giving ten (10) Business Days' written notice to the affected party.
- 17.4 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.5 **Waiver:** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 **No partnership or agency:** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 17.7 **Entire agreement:** The Contract (together with any associated document such as a quality agreement) constitutes the entire agreement between the parties. Each Party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 17.8 **Third party rights:** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, except that Ensera's customers shall have the right to enforce the warranties and indemnities in clause 11 directly against the Supplier.
- 17.9 **Variation:** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the Parties (or their authorised representatives), provided that Ensera may unilaterally vary the Contract by giving the Supplier not less than 30 days' written notice where such variation is reasonably necessary to comply with any applicable law, regulation, or binding order of a court or regulatory authority, or to meet Ensera's obligations to its own customers.
- 17.10 **Governing law:** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, or any obligations arising prior to the Contract's formation (including pre-contractual representations, negotiations, and tender processes), shall be governed by and construed in accordance with:
- 17.10.1 **Where the Ensera entity is SteriPack Medical Poland Sp. Zo.o** the law of Switzerland;



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17.10.2 **Where the Ensera entity is registered in the United States of America**, the law of Delaware; and

17.10.3 **For all other Ensera entities**, the law of England and Wales.

17.11 **Jurisdiction:** Each Party irrevocably agrees that:

17.11.1 **Where the Ensera entity is SteriPack Medical Poland Sp. Zo.o** the courts of Switzerland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation;

17.11.2 **Where the Ensera entity is registered in the United States of America**, the courts of Delaware shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation; and

17.11.3 **For all other Ensera entities** the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.