

General Terms and Conditions of Purchase

Date: 1st March 2026
Version: Menck UK-LEG-GTCP-Purchase-EN
Revision: Rev01 – 1st March 2026

1. Scope of Application

- 1.1. These General Terms and Conditions of Purchase ("GTCP") apply to and form an integral part of all individual and framework orders for goods and/or services placed by *MENCK UK Ltd* ("**Company**", "**we**" or "**us**") with subcontractors and suppliers ("**Supplier**").
- 1.2. These GTCP shall be deemed incorporated into every contract (Order) between Company and Supplier, regardless of whether they are expressly referenced in individual purchase orders or agreements.
- 1.3. Any terms and conditions referenced in, attached to, or contained within the Supplier's quotations, order confirmations, invoices, or other commercial documents that conflict with, contradict, or deviate from these GTCP will be null and void and of no legal effect.
- 1.4. Supplier's terms and conditions shall only apply if they have been expressly accepted by us in writing.
- 1.5. In the event of any conflict, inconsistency, or ambiguity between contractual documents, the following order of precedence will apply (listed from highest to lowest priority):
 - (a) Individual Orders;
 - (b) Framework agreements (if applicable);
 - (c) These GTCP;

- (d) Supplier's quotations or proposals (only to the extent not conflicting with the above).

- 1.6. Amendments to Orders, framework agreements, or these GTCP require explicit prior agreement in writing.

2. Definitions

- 2.1. In these GTCP, unless the context otherwise requires:
 - (a) "**Affiliate**" any entity which directly or indirectly controls, is controlled by, or is under common control with a party;
 - (b) "**Company**" means Menck UK Ltd, including its legal successors and affiliated entities, where applicable;
 - (c) "**Company Group**" will mean Company, its co-ventures, its clients (of any tier), its and their respective Affiliates, and its and their respective directors, officers, employees (including agency or temporary personnel), agents, representatives, servants, invitees, and secondees, but shall not include any member of the Supplier Group;
 - (d) "**Confidential Information**" means all data, information (including business, technical and other information), knowledge, ideas, and services that is provided or made available from one party to the other in any tangible or intangible form, whether directly or indirectly for the purpose of the Order;
 - (e) "**Defect**" means a defect as defined in clause 7.2;
 - (f) "**Force Majeure Events**" has the meaning set out in clause 15.1;
 - (g) "**Indemnity**" has the meaning set out in clause 10.4;

- (h) **“Order”** means any individual purchase order or framework order placed by us, and the contract formed by the Supplier's acceptance thereof, which shall incorporate these GTCP and any special terms and conditions included in the Order;
- (i) **“Supplier”** means the legal entity stipulated upon the Order that is delivering the goods and/or performing the services pursuant to an Order, and its successors and assignees;
- (j) **“Supplier Group”** means the Supplier any and all of its subcontractors and suppliers (of any tier), its and their respective Affiliates, and its and their respective successors, assigns, directors, officers, and employees (including agency or temporary personnel), but shall not include any member of the Company Group; and
- (k) **“writing”** means any communication recorded in a legible form, including hard-copy documents, letters, emails, electronic generated or transmitted documents, and other electronic communications capable of being stored and reproduced.

3. Subcontracting, Contract Formation, and Supplier Disclosure Obligations

- 3.1. All offers, quotations, and cost estimates provided by the Supplier are non-binding and free of charge, unless expressly agreed otherwise in writing.
- 3.2. The Supplier shall independently manufacture and deliver the goods and/or perform the services, unless otherwise specified in the Order. The engagement of subcontractors, temporary employment agencies, or other third parties requires the Company's prior consent in writing and must be disclosed either in the Supplier's offer or, at the latest, upon contract formation.
- 3.3. A contract is deemed concluded when the Supplier either: (i) provides acceptance in writing of the Order without modifications within ten (10) calendar days of its receipt; or; (ii) the Supplier commences performance in accordance with the Order.
- 3.4. Where Company places an order for goods and/or services similar to those previously supplied, the Supplier shall notify us no later than upon accepting the Order of any material changes including but not limited to (i) changes to goods specifications, materials, or components (ii) modifications to production processes or manufacturing methods, (iii) changes to production sites, facilities, or locations, and (iv) any other factors that may materially affect quality, compliance, performance, delivery or costs.
- 3.5. By accepting the Order, the Supplier becomes legally bound to perform in full accordance with its terms and conditions. Partial or conditional acceptances are invalid unless expressly approved by us in writing.
- 3.6. The quality, quantity, description, or specification of the goods and/or services stated in the Order may be modified, provided that such modifications are authorised in advance by Company and confirmed in writing.

4. Delivery Terms, Pricing, and Documentation

- 4.1. Delivery Terms
Unless otherwise specified in the Order, deliveries shall be made Free Carrier (FCA) to the Company's operational address at Kerrek House, Tolvaddon

Business Park, Camborne, Cornwall, UK, in accordance with the latest version of the Incoterms.

The Supplier shall bear all costs and risks associated with the delivery up to the designated FCA point, including transportation, insurance, and export clearance. The Supplier shall ensure the goods are delivered to the named place and, if the FCA point is the Supplier's premises, shall also be responsible for loading the goods onto the transport arranged by the Company. Unloading at the FCA point shall be the responsibility of the Company, unless otherwise agreed.

All import duties, taxes, and customs-related charges shall be borne by the Supplier. If any such charges are initially paid by the Company, the Supplier shall reimburse the Company in full without delay. If a different delivery location is agreed, the parties may select an alternative Incoterm that better reflects the revised delivery arrangements, and the corresponding allocation of costs and risks shall be adjusted accordingly.

4.2. Packing and Shipping Requirements

- The Supplier shall ensure that all goods are:
- (a) properly packed, secured, and labelled in accordance with industry best practices and any specific requirements set out in the Order;
 - (b) delivered in a single consignment during normal working hours, unless otherwise agreed;
 - (c) accompanied by all necessary shipping documentation to facilitate export from the country of origin, transit, and import into the delivery location;
 - (d) shipped with a delivery note referencing the Order number and signed by the carrier, confirming physical handover.

For alternate delivery locations, the Supplier must promptly provide signed delivery confirmation to verify delivery and risk transfer.

4.3. Documentation Requirements

- By the delivery date, the Supplier shall provide:
- (a) all drawings, certificates, test reports, and documentation as specified in the Order;
 - (b) complete maintenance documentation and manuals necessary for the proper assembly, disassembly, and maintenance of the goods;
 - (c) all relevant technical information, sketches, calculations, certifications, and other reports;
 - (d) any documentation required for customs clearance, regulatory compliance, or operational use; and
 - (e) any other reasonably requested documents.

- 4.4. Each delivery must be accompanied by a delivery note referencing the Company's Order number and containing all necessary information for identification and verification of the goods and/or services.

- 4.5. All documentation specified in clauses 4.2, 4.3, and 4.4 is mandatory for invoice processing. We may:
 - (a) withhold payment until complete documentation is received;
 - (b) reject deliveries where essential documentation is missing and cannot be remedied by the Supplier within a reasonable timeframe; or
 - (c) accept deliveries and deduct reasonable costs for obtaining missing documentation.

Minor documentation deficiencies shall not justify rejection if the goods and/or services conform to the Order specifications.

4.6. Partial Deliveries

Partial deliveries are only permitted with our prior consent in writing.

4.7. Risk Transfer

Risk of accidental loss or damage to the goods passes to the Company upon delivery at the agreed location and completion of unloading, confirmed by a signed delivery note or carrier confirmation. Where formal acceptance is required under law or the Order, risk transfers only upon such acceptance by the Company in writing. For consumer transactions, risk shall remain with the Supplier until the goods are delivered to the Company.

4.8. Title Transfer

Title to the goods shall pass from the Supplier to the Company upon delivery at the delivery location, unless otherwise agreed in writing. Deliveries shall be made free of any retention of title until full payment of the purchase price is permitted. Any extended or all-monies retention of title arrangements are excluded and shall not apply.

5. Delivery Dates, Delays and Liquidated Damages

5.1. Agreed delivery dates and performance deadlines are binding. If the Supplier fails to meet a fixed calendar deadline, it will be in default without the need for further notice. Where time is expressly stated to be of the essence for the Company's operations, any delay may constitute a material breach, entitling the Company to terminate the Order and claim damages in accordance with applicable law.

5.2. The Supplier shall promptly notify the Company in writing of any actual or anticipated delay, stating the reasons and expected duration. This notice does not release the Supplier from its delivery obligations or liability. A binding revised delivery date must be proposed for the Company's approval.

6. Inspections, Access Rights, and Testing

6.1. Audit and Inspection Rights

The Supplier shall grant the Company Group, and its designated third parties, reasonable access during normal business hours and with prior notice (except in cases of urgency) to:

- (a) the Supplier's Group premises and any other premises involved in the provision of goods and/or services; and
- (b) all relevant documentation, records, and work in progress,

for inspection, auditing, and testing purposes. This includes all stages of design, manufacture, and assembly. Such rights shall remain in effect for the duration of the Order and for a period of six (6) years following its termination or expiration, or for such longer period as required by applicable law. Exercising these rights does not relieve the Supplier of its contractual obligations.

6.2. Testing of the Goods

Goods shall undergo factory acceptance tests or other specified tests. The Supplier shall provide certifications confirming compliance with testing procedures and tolerance levels defined in the Order.

6.3. Inspection of the Goods

The Company shall have the right to inspect the goods upon delivery for visible defects or quantity discrepancies. Such inspection shall be limited to damage or discrepancies reasonably detectable through visual examination or random sampling, taking into account the nature and complexity of the goods, the Company's technical capabilities and established commercial practices. Any acceptance following inspection shall not affect the Company's statutory rights under the Sale of Goods Act 1979 or (where applicable) the Consumer Rights Act 2015.

6.4. Costs of Testing and Inspection

The Supplier shall bear all costs and expenses related to inspection, testing, handling, and analysis, including any re-inspections or re-testing required following remedial work, including Subsequent Performance under clause 7.

6.5. Acceptance

Acceptance shall occur when a duly authorized employee or representative of Company confirms acceptance in writing, following delivery of the goods or readiness of the services for acceptance. Acceptance requires that the goods and/or services are free from Defects and damage and fully comply with the Order specifications.

6.6. Acceptance shall be confirmed within a reasonable period following delivery of the goods or notification that the services are ready for acceptance, provided all conditions under clause 6.5 are met.

6.7. If any Defect, damage, or breach of the Order is identified by the Company, the goods and/or services shall not be deemed accepted until such issues have been fully remedied by the Supplier.

6.8. Defect Notification

We shall notify the Supplier of:

- (a) apparent Defects without undue delay following delivery or performance of the services; and
- (b) hidden Defects without undue delay upon discovery.

6.9. Payment and Acceptance

Payment shall not constitute acceptance of goods or services as conforming to the Order, nor shall it waive any rights or remedies for non-conformity.

7. Warranty, Defects, and Subsequent Performance

7.1. The Supplier warrants that the goods and/or services:

- (a) fully comply with the specifications, quality standards, and descriptions set out in the Order;
- (b) where no specification is provided, be of merchantable quality, suitable for their intended or customary use;
- (c) comply with all applicable technical standards, including but not limited to British Standards (BS), European standards (EN), and other relevant international standards, to the extent applicable to the goods or services; and
- (d) fully comply with all applicable laws, regulations, and statutory requirements in the country of manufacture, transit, and delivery, and in the UK.

7.2. Any deviation from the requirements set out in clause 7.1 shall constitute a defect ("**Defect**").

- 7.3. Without prejudice to our statutory rights, we may, at our discretion, require the Supplier to remedy any Defect at its sole cost and expense by way of repair, replacement, or re-performance (“**Subsequent Performance**”). The Supplier shall bear all associated costs, including but not limited to removal, transport, storage, insurance, reinstallation, repair, and redelivery.
- 7.4. If the Supplier fails to remedy within a reasonable grace period, or if urgency makes such a period unreasonable, the Company may remedy the Defect itself or via third parties at the Supplier’s expense.
- 7.5. If similar Defects occur repeatedly, and such Defects are material and impair the intended purpose of the delivery, we may reject the entire delivery and terminate the Order with immediate effect.
- 7.6. Where any goods are removed from the Company’s possession or control for repair, replacement, or other Subsequent Performance, risk of loss or damage to such goods shall pass to and remain with the Supplier from the time of removal until the goods are returned to, and received by the Company. The Supplier shall, at its own cost and without undue delay, replace any goods lost or damaged during this period with equivalent goods.
- 7.7. If the Company validly rejects any goods for non-compliance with the Order, title and risk shall immediately revert to the Supplier upon the Company’s notice of rejection. The Supplier shall bear all costs associated with the return, including transport, insurance, and any necessary repackaging.
- 7.8. Claims based on Defects shall be subject to a limitation period of three (3) years from the date of delivery or acceptance, or from the date the Defect became known or ought reasonably to have been known to the Company, whichever is later. No claim may be brought more than five (5) years after delivery or acceptance, except where the Defect was fraudulently concealed or constitutes a latent defect not discoverable through reasonable inspection.
This clause does not affect any statutory limitation periods that may apply, including those under the Limitation Act 1980.
- 8. Provided Materials**
- 8.1. All materials, tools, equipment, drawings, specifications, and other items provided by the Company (collectively, “**Provided Materials**”) shall remain the exclusive property of the Company. The Supplier shall store the Provided Materials separately, clearly label them as “Property of MENCK UK Ltd”, and handle them with due care, free of charge. The Supplier shall implement appropriate measures to protect the Provided Materials against loss, damage, theft, or unauthorised access.
- 8.2. The Supplier shall insure the Provided Materials at its own expense against all risks, including but not limited to fire, theft, and accidental damage. The Company shall be named as loss payee and, where permitted by the insurer, as additional insured under such insurance policies. Upon request, the Supplier shall provide evidence of adequate insurance coverage. Any loss or damage must be reported to the Company without delay, and the Supplier shall, at its own cost, repair or replace the affected items.
- 8.3. Provided Materials may only be used for the performance of contractual obligations towards the Company. Any other use, including but not limited to reproduction, reverse engineering, modification, transfer, or sublicensing, is strictly prohibited without the Company’s prior consent in writing.
- 8.4. If the Supplier processes or transforms any Provided Materials, such processing shall be deemed to be carried out on behalf of the Company. The Company shall retain sole ownership of any items produced exclusively from Provided Materials. Where other materials are used in combination, the Company shall acquire co-ownership of the resulting items in proportion to the value of the Provided Materials relative to the total value of all materials used. The Supplier shall store such items separately, clearly mark them as the Company’s property, and refrain from selling, pledging, or otherwise disposing of them without the Company’s prior consent in writing.
- 8.5. Upon request, the Supplier shall execute all necessary documents to confirm the Company’s ownership rights in the Provided Materials and any resulting items, including co-ownership rights where applicable.
- 9. Pricing, Invoicing, Payment Terms, Set-Off, and Labour Compliance**
- 9.1. **Pricing**
Prices are fixed and binding. Unless otherwise stated in the Order, they include all costs for manufacturing, quality control, packaging, warehousing, and delivery to the agreed location. Value Added Tax (VAT), or equivalent taxes, are excluded and will be added where applicable.
- 9.2. **Invoicing and Invoice Requirements**
Invoices must be issued after delivery or acceptance of services and include:
- i. our Order number, article number, delivery quantity, and delivery address;
 - ii. the Supplier’s name, address, and contact person;
 - iii. invoice date and number;
 - iv. description and specification of the goods/services;
 - v. net amount, applicable VAT/tax, and total gross amount;
 - vi. currency;
 - vii. The Supplier’s VAT registration number (and EU VAT ID, if applicable);
 - viii. customs identification number (if relevant); and
 - ix. agreed payment terms.
- 9.3. Failure to provide complete and correct documentation may result in processing delays. In such cases, the payment period under clause 9.5 shall be extended by the duration of the delay.
- 9.4. Partial invoices may only be issued if expressly agreed.
- 9.5. **Payment Terms**
Unless otherwise agreed, payment shall be made within fourteen (14) calendar days with a 3% discount or within thirty (30) calendar days net. The payment period shall commence upon receipt of a valid invoice, but not before the goods have been delivered, or the services have been accepted in accordance with the Order. If invoice

corrections are necessary, the Supplier shall issue a corresponding credit note or revised invoice. In such cases, the payment period shall be extended by the duration of the delay caused by the correction.

9.6. Set Off

The Company shall be entitled to offset any claims it may have against the Supplier against amounts payable to the Supplier, to the extent permitted by law. The Supplier may only offset or retain payments with the Company's prior consent in writing, unless the claim is undisputed or legally established.

9.7. Labor Laws and Social Security

The Supplier shall ensure that all personnel engages in the performance of the Order hold all work permits, visas, and other authorisations required under the laws of the country in which the services are performed.

9.8. The Supplier warrants compliance with all applicable labour, employment, and social security laws in each jurisdiction in which the goods and/or services are performed, delivered, or supported. The Supplier shall ensure that all direct and indirect subcontractors or third-party personnel engaged in the performance of the Order ("**Employed Third Parties**") also comply with these obligations. The Supplier shall indemnify and hold harmless the Company Group from and against any liability, claims, penalties, or costs arising from breaches of such laws by the Supplier or any Employed Third Party.

9.9. In the event of non-compliance with applicable labour or social security laws, the Company shall be entitled to suspend or terminate the Order with immediate effect, without incurring any liability to the Supplier and without prejudice to any other rights or remedies.

10. Liability and Indemnity

10.1. Without prejudice to any mandatory statutory provisions, the Supplier shall be liable for, and shall Indemnify and hold harmless the Company Group against, all losses, damages, liabilities, costs, and expenses arising from:

- (i) any breach of the Order by the Supplier Group;
- (ii) any violation by the Supplier of applicable laws or regulations;
- (iii) any Defect in goods delivered or services performed by the Supplier Group; or
- (iv) any product recall, corrective action, or similar measure initiated or required due to such Defects.

10.2. If we are required to initiate a recall due to defective goods supplied by the Supplier, the Supplier shall bear all associated costs, expenses, and liabilities, including, but not limited to, those related to notification, logistics, disposal, and replacement.

10.3. The Supplier shall remain fully responsible for the conduct and performance of its personnel, agents, subcontractors, and suppliers, including any temporary or seconded staff, engaged in connection with the Order. Where the Order involves the engagement of agency or temporary personnel, the Supplier shall retain full responsibility for such individuals at all times.
The Supplier shall be liable for the acts and omissions of such persons as if they were its own, and shall, to the extent permitted by applicable law, Indemnify the

Company Group against any claims, losses, liabilities, or expenses arising from their engagement.

10.4. Indemnity General

For the purposes of these GTCP, "**Indemnify**" and its derivatives mean the obligation to defend, indemnify, and hold harmless the indemnified party against all claims, liabilities, losses, damages, costs, and expenses, including legal fees, settlement amounts, fines, penalties, investigation and administrative costs. This obligation shall apply whether or not the claim arises out of the indemnifying party's negligence, but shall not apply to the extent that the liability arises from the indemnified party's fraud, wilful misconduct or gross negligence.

11. Consequential Loss

11.1. For the purposes of this clause, "**Consequential Loss**" means any indirect or consequential loss or damage under applicable law, and shall be deemed to include, without limitation, loss of profit, loss of revenue, loss of production, loss of use, loss of business, loss of opportunity, loss of goodwill, loss of financing and loss of anticipated savings, whether such losses are direct or indirect on the facts. Each party Group waives, and shall Indemnify the other party Group against, any claims for its own Consequential Loss, arising out of or in connection with the Order. Nothing in this clause excludes or restricts liability to the extent such exclusion or restriction is prohibited by applicable law.

12. Insurance

12.1. The Supplier shall, at its own cost, maintain adequate liability insurance with reputable and financially sound insurers, including product liability, recall, employer's liability, and workers' compensation insurance. Proof of such coverage shall be provided upon request. The existence of such insurance does not limit the Supplier's liability under the Order.

13. Intellectual Property Rights

13.1. The Supplier grants the Company Group a worldwide, non-exclusive, royalty-free, transferable, and sublicenseable licence to use the intellectual property rights in the goods and/or services provided under the Order, and including any pre-existing intellectual property rights ("**Pre-Existing IPR**"), to the extent necessary for the intended use, resale, operation, maintenance, or integration of such goods and/or services.

13.2. Ownership of all Pre-Existing IPR shall remain with the Supplier or its licensors. Nothing in this clause shall transfer ownership of any intellectual property rights from the Supplier to the Company Group.

13.3. If a third party claims that the goods or services infringe intellectual property rights, the Supplier shall, at its own cost and at our discretion: (i) procure the right for continued use of the goods and/or services. (ii) replace the goods and/or services with non-infringing equivalents; or (iii) modify the goods and/or services to eliminate the infringement.

13.4. The Supplier shall Indemnify the Company Group against all claims, losses, damages, liabilities, and costs arising from actual or alleged infringement of intellectual property rights or breach of clause 13, to the extent permitted by applicable law.

13.5. All technical documents, tools, and similar items provided by us remain our property (or that of third-party rights holders). All associated IP rights, including trademarks and copyrights, remain with the Company Group or the respective third-party owner.

13.6. Upon request, the Supplier shall promptly return all such items and documents, including copies. No right of retention applies. These materials may only be used for executing the Order and must not be disclosed to unauthorised third parties.

14. Confidentiality

14.1. The Supplier shall treat all Confidential Information as strictly confidential, including business and trade secrets, and proprietary commercial or technical data disclosed during the business relationship. Disclosure to third parties requires our prior consent in writing.

14.2. Disclosure is permitted only to the Supplier's personnel, agents, or subcontractors on a strict need-to-know basis for fulfilling the Order. The Supplier shall ensure these recipients are bound by equivalent confidentiality obligations and remains liable for any breach.

14.3. Upon request, the Supplier shall promptly return or securely delete all Confidential Information, unless retention is legally required or technically infeasible (e.g. backups). In such cases, confidentiality obligations remain in force.

14.4. The confidentiality obligation does not apply to information that:

- (a) was publicly known at the time of disclosure or became public without breach of this clause;
- (b) was lawfully known to the Supplier prior to disclosure, without any confidentiality obligation;
- (c) was independently developed by the Supplier without reference to our Confidential Information; or
- (d) must be disclosed due to legal obligations, court orders, or binding decisions of public authorities. In such cases, the Supplier shall, where legally permissible, inform us without delay and cooperate to seek protective measures.

14.5. Any publication, announcement, or reference to the Company Group, the Order, or related goods/services requires our prior consent in writing.

14.6. The use of the Company Group's name, trademarks (including the "Menck" name and logo), product information, images of the Company Group's products, or any reference to the business relationship between the parties in advertising, marketing materials, press releases, or other publications shall require the Company's prior consent in writing.

15. Force Majeure Events

15.1. "Force Majeure Events" shall mean circumstances beyond the reasonable control of a party, including but not limited to: fire, flood, earthquake, pandemic, epidemic, governmental action, war, invasion, acts of foreign enemies, hostilities, civil war, revolution, insurrection, military or usurped power, sabotage, acts of terrorism, cyberattacks affecting critical infrastructure, and any other event that prevents a party from performing its obligations

under the Order. Neither party shall be liable for delays or failures caused by a Force Majeure Event.

15.2. The affected party shall promptly notify the other party in writing, specifying the nature, anticipated impact, and expected duration of the Force Majeure Event. The affected party shall use reasonable efforts to mitigate the effects of the event and to continue performing any unaffected obligations. In such case, the parties shall enter into good faith discussions to negotiate a reasonable solution, including possible adjustments to the Order, to address the consequences of the Force Majeure Event.

15.3. If a Force Majeure Event continues for more than thirty (30) consecutive calendar days, we may terminate the Order, in whole or in part, with ten (10) calendar days' notice in writing. Termination shall not affect any rights accrued prior to its effective date.

16. Termination and Remedies for Non-Performance

16.1. Termination for Convenience

We may terminate the Order, in whole or in part, for convenience with thirty (30) calendar days' notice in writing. The Supplier shall be entitled to:

- (i) payment for conforming goods or services delivered and accepted but not yet paid; and
- (ii) direct, reasonable, and documented costs for undelivered goods or services.

No further compensation shall be payable, except for a termination fee not exceeding five percent (5%) of the value of the unpaid, unperformed portion of the Order. These payments constitute the Supplier's sole and exclusive remedy for termination under this clause 16.

16.2. Termination for Cause

We may terminate or rescind the Order, in whole or in part, with immediate effect by notice in writing if:

- (i) the Supplier materially breaches the Order and fails to remedy within forty-eight (48) hours or another reasonable period specified by us;
- (ii) an injunction or other legal measure is imposed on the Supplier that materially affects its ability to perform the Order;
- (iii) the Supplier's financial or economic condition materially deteriorates, or insolvency proceedings are initiated or resolved against it;
- (iv) the Supplier ceases or threatens to cease a substantial part of its business, whether voluntarily or involuntarily, and this adversely affects or threatens to affect its performance under the Order; or
- (v) there is a change of control of the Supplier that materially impacts the performance of the Order.

16.3. Remedies for Non-Performance

In the event the Supplier fails to perform its obligations under the Order, in whole or in part, or fails to perform in a timely or proper manner, we shall be entitled, without prejudice to any other rights or remedies available under contract, statute, or equity, to:

- (i) terminate or rescind the Order in whole or in part;
- (ii) obtain Substitute Performance at the Supplier's expense; and/or
- (iii) claim compensation for all direct damages, losses, and additional costs incurred as a result of the Supplier's non-performance or breach.

17. Trade Compliance, Sanctions, and Dual-Use Goods

17.1. Compliance with Trade Laws

The Supplier shall comply with all applicable export control, trade, and customs laws and regulations, including but not limited to those of the European Union (EU), the United Kingdom (UK), the United States of America (US) (including OFAC and BIS regulations), and any other relevant jurisdictions, to the extent applicable ("**Trade Laws**"). This includes, without limitation, compliance with sanctions, embargoes, licensing requirements, and customs obligations.

17.2. Sanctions and Restricted Parties

The Supplier represents and warrants that neither it nor any member of its Group, nor any person that owns or controls it, or that it owns or controls, directly or indirectly, is listed on any applicable sanctions or denied-party list maintained by the EU, the UK, the US (including OFAC and BIS), or any other relevant authority, in each case to the extent applicable to the Supplier or the transaction. The Supplier shall promptly notify us in writing of any change in this status.

The Supplier further warrants that all goods, services, and related technical information supplied under or in connection with the Order do not include components, materials, or inputs that are subject to sanctions or restrictive measures prohibiting the export, re-export, transfer, sale or supply to, from, or for the benefit of any sanctioned country, person, or vessel (including persons owned or controlled by a sanctioned person). The Supplier shall use reasonable efforts to ensure these warranties are not circumvented by third parties in its supply chain and shall (i) implement and maintain effective risk-based screening, controls, and monitoring; (ii) flow down equivalent obligations to its subcontractors and suppliers; and (iii) upon request, provide reasonable assurance of compliance (e.g., policy summaries or certifications).

17.3. Authorisations and Notifications

The Supplier shall obtain, at its own cost, all required export licences and authorisations and inform us promptly of any relevant restrictions or conditions.

17.4. Customs and Import Support

If we are the importer of record, the Supplier shall, at its own cost, provide all declarations, documentation, and information required to support customs clearance. This includes cooperation with customs inspections and the provision of official confirmations as required. The Supplier shall also notify us in writing of any applicable (re-)export licensing obligations and, for each item supplied, provide:

- (i) the customs tariff number (HS code);
- (ii) the country of origin; and
- (iii) a detailed description of the goods.

17.5. Dual-Use Goods

If the goods are subject to Regulation (EU) 2021/821, the Export Control Order 2008, the UK Strategic Export Control List, the U.S. Export Administration Regulations (EAR), or any other applicable laws governing dual-use items, the Supplier shall notify us in advance in writing and:

- (i) obtain all necessary export licenses and authorisations for dual-use goods;

- (ii) provide us with relevant classification data (e.g., ECCN, license status); and

- (iii) screen all transactions against applicable restricted party lists and confirm that the goods are not intended for military or weapons of mass destruction (WMD)-related uses. If such use is suspected, the Supplier shall notify the relevant (British) competent authority and refrain from export until authorisation is granted.

- 17.6. We shall not be obliged to accept delivery of any goods, services, or technical information where such acceptance would result in a breach of applicable Trade Laws or expose the Company Group to sanctions or other legal consequences.

18. Code of Conduct

- 18.1. The Supplier confirms that it has reviewed, understands and agrees to comply with the Menck Supplier Code of Conduct, which is available at [Acteon policies and standards | Acteon](#), which forms an integral part of these GTCP. A copy will be provided upon request.

- 18.2. Both parties shall uphold the highest standards of business ethics in the performance of the Order. Principles of honesty, fairness, and integrity shall govern all dealings between the parties.

- 18.3. Neither party shall knowingly engage in any activity or use any information obtained in connection with the Order in a manner that creates a conflict of interest or is otherwise detrimental to the legitimate interests of the other party.

- 18.4. The Supplier irrevocably represents and warrants that it shall, in connection with the Order:

- (a) comply with all applicable laws, regulations, and codes relating to anti-bribery, anti-corruption, anti-trust, money laundering, trade and financial sanctions, and criminal law, including but not limited to the Competition Act 1998, the UK Bribery Act 2010, the UK Proceeds of Crime Act 2002, the UK Modern Slavery Act 2015, the US Foreign Corrupt Practices Act 1977, and any other relevant national or international legislation, as amended or replaced from time to time;
- (b) not cause the Company Group to breach or become subject to any punitive measures under such laws; and
- (c) maintain and enforce adequate policies and procedures to ensure ongoing compliance, including measures to prevent bribery, corruption, and modern slavery.

19. Sustainability

- 19.1. The Supplier acknowledges that we are, or may become, subject to obligations under sustainability related legislation, including but not limited to the EU Corporate Sustainability Reporting Directive (CSRD) and the forthcoming UK Sustainability Disclosure Requirements/Standards (SDR/SDS), the EU Carbon Border Adjustment Mechanism (CBAM) and the upcoming UK Carbon Border Adjustment Mechanism, the EU Deforestation Regulation (EUDR) and the UK Forest Risk Commodity Regulation under the Environment Act 2021, the EU Forced Labour Regulation (EUFLR) and the UK Modern Slavery Act 2015, including associated supply chain due diligence and modern slavery statements, the EU Corporate Sustainability Due Diligence Directive

(CSDDD) and any similar UK emerging obligations, as well as any national laws or regulations implementing or transposing such legislation.

- 19.2. The Supplier shall support us in meeting these obligations by providing relevant sustainability information including:
- (i) carbon footprint data and emissions calculations for CBAM compliance;
 - (ii) supply chain due diligence documentation demonstrating compliance with human rights and environmental standards;
 - (iii) conflict minerals reporting where applicable;
 - (iv) certifications or declarations confirming deforestation-free supply chains, where relevant.

Such information shall be provided accurately, completely, and in the format and within the timeframes specified by us, which may require delivery within thirty (30) calendar days of request to meet regulatory deadlines. The Supplier shall maintain supporting records and make them available on reasonable request for verification.

- 19.3. If the Supplier demonstrates that we also have obligations under applicable sustainability legislation that require information or data from us, this clause shall apply *mutatis mutandis* in the Supplier's favour.

20. Data Protection

- 20.1. Each party shall comply with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, together with any applicable amendments or successor legislation; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), where applicable; the EU GDPR and other EU data protection laws, where either party processes personal data in connection with activities governed by EU jurisdictions, as well as any successor or supplementary legislation (collectively, "**Data Protection Laws**").

- 20.2. Where in connection with the performance of the Order, the Supplier processes personal data on behalf of the Company, the Supplier shall:

- (a) process such personal data only on the documented instructions of the Company;
- (b) process such data only for the purposes of fulfilling its obligations under the Order;
- (c) ensure that personal data is kept confidential and is not disclosed to any third party without our prior consent in writing; and
- (d) retain personal data only for as long as necessary to fulfil the agreed purposes or as required by applicable law, and in any event no longer than seven (7) years unless a longer retention period is legally required.

- 20.3. Where required, the parties shall enter into a separate data processing agreement.

- 20.4. Each party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage.

- 20.5. The Supplier shall not transfer personal data outside the United Kingdom (or where applicable the European

Economic Area (EEA)) without our prior consent in writing. Where such transfers are necessary, the Supplier shall ensure that (i) the destination country has been granted an adequacy decision by the UK Secretary of State (or the European Commission, if EEA data applies); or (ii) appropriate safeguards are in place, such as the UK International Data Transfer Agreement (IDTA) or the UK Addendum to EU Standard Contractual Clauses, or Binding Corporate Rules, in accordance with Articles 44–49 of the UK GDPR (and EU GDPR, where applicable).

- 20.6. If the Supplier is established in a country outside the United Kingdom that does not benefit from an adequacy decision, it shall:

- (i) enter into the UK International Data Transfer Agreement (IDTA) or the UK Addendum to EU Standard Contractual Clauses, as applicable;
- (ii) implement supplementary measures where necessary to ensure an equivalent level of data protection; and
- (iii) cooperate fully with us to demonstrate compliance with applicable Data Protection Laws, including the UK GDPR and Data Protection Act 2018 (and EU GDPR where relevant).

- 20.7. Each party shall notify the other without undue delay in writing, and in any event within twenty-four (24) hours of becoming aware of any actual or suspected personal data breach affecting personal data processed under the Order. The notification shall include all information reasonably required by the other party to comply with its obligations under the Data Protection Laws.

21. Cybersecurity

- 21.1. The Supplier shall implement and maintain appropriate technical and organisational cybersecurity measures consistent with recognised industry standards (e.g., ISO/IEC 27001) and, where relevant, the requirements of the EU NIS2 Directive. The Supplier shall ensure the security of its systems and supply chain, including access controls, timely patching, vulnerability management, encryption, and monitoring. The Supplier shall apply equivalent cybersecurity obligations to all subcontractors involved in performing the Order. The Supplier shall notify the Company without undue delay and in any event within twenty-four (24) hours of any actual or suspected cybersecurity incident that may affect the Company's systems or data, and shall provide all information reasonably required for the Company to meet its legal or regulatory reporting obligations. Upon request, the Supplier shall provide evidence of its cybersecurity controls and shall reasonably cooperate in any audit or assessment related to cybersecurity.

22. Compliance Enforcement

- 22.1. The Supplier shall promptly notify us in writing of any actual or suspected breach of clauses 17, 18, 19, 20, and 21, including relevant conduct within its supply chain. Upon request, the Supplier shall provide evidence of compliance.

- 22.2. At our reasonable request, the Supplier shall implement appropriate corrective measures without undue delay.

- 22.3. We reserve the right to, at our sole discretion:
- (i) suspend, in whole or in part, the business relationship, including any ongoing or future Orders,

until such corrective measures have been fully implemented; and/or

- (ii) terminate, in whole or in part, the affected Order or any related Orders with immediate effect if the breach is material or remains unremedied within a reasonable period.

Any suspension or termination pursuant to this clause shall be without any liability to the Company Group, and the Supplier shall not be entitled to any compensation, damages, or other claims arising out of or in connection with such suspension or termination. For the avoidance of doubt, any breach of the obligations set out in clauses 17, 18, 19, 20, and 21, shall constitute a material breach of an essential contractual obligation for the purposes of this clause 22.3.

- 22.4. The Supplier shall Indemnify, defend, and hold harmless the Company Group against any claims, damages, losses, costs, and expenses arising from any breach of its obligations under clauses 17, 18, 19, 20, and 21.

23. Invalidity and Severability

- 23.1. Should any provision of these GTCP be or become invalid, void, or unenforceable, the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid one that most closely reflects the parties' original intent. The same applies in the event of any omission.

24. Assignment, Novation

- 24.1. The Supplier may not assign, transfer, encumber, or subcontract the Order (in whole or in part), including any claims arising therefrom, without our prior consent in text form, which shall not unreasonably be withheld.
- 24.2. The Company may assign or subcontract the Order, in whole or in part, to any Affiliate or successor acquiring the relevant business. The transferee shall assume all rights and obligations and may further transfer the Order under the same terms.

25. Applicable Law and Dispute Resolution

- 25.1. These GTCP, as well as any contractual relationship between us and the Supplier (including individual Orders and framework agreements), shall be governed exclusively by the substantive laws of England and Wales, excluding its conflict of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 25.2. In the event of a dispute, all disagreements arising out of or in connection with these GTCP and/or any related Orders, including but not limited to issues concerning their existence, validity, or termination, shall first be addressed through amicable resolution. To this end, the parties shall engage in good faith discussions for a period of sixty (60) calendar days following the receipt of a notice of dispute from one party to the other in writing.
- 25.3. If the dispute remains unresolved after this period, either party may elect to submit the dispute to arbitration. In such event, the dispute shall be finally settled under the rules of the London Court of International Arbitration ("LCIA") in force at the time of commencement of the arbitration, which are deemed to be incorporated by reference into this clause. The seat of arbitration shall be London, United Kingdom. The language of the arbitration

shall be English. The decision of the arbitral tribunal shall be final and binding on the parties and may be enforced in any court of competent jurisdiction. Unless otherwise agreed by the parties, the arbitral tribunal shall consist of a sole arbitrator. The allocation of costs and expenses of the arbitration shall be at the discretion of the arbitrator. The arbitration agreement shall be governed by the laws of England and Wales.