



GENERAL TERMS AND CONDITIONS OF SALE

Version: 1 November 2025

1. DEFINITIONS

The following expressions and derivatives thereof, appearing in capital letters in the CONTRACT, shall have the meaning hereby assigned to them unless otherwise specified, it being understood that such expressions appearing in small letters shall have their common meaning as the context requires.

1.1 'BUYER' means the person or company who accepts a quotation of the SELLER for the sale of the GOODS or whose order for the GOODS is accepted by SELLER.

1.2 'GOODS' means the goods (including any instalment of the goods or any parts for them) which the SELLER is to supply in accordance with these CONDITIONS.

1.3 'SELLER' means **TRELLEBORG ODAWARA K.K. ODAWARA HQ** whose principal place of business is at 1060 Naruda, Odawara, Kanagawa JAPAN.

1.4 'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in WRITING between the BUYER and SELLER.

1.5 'CONTRACT' means the contract for the purchase and sale of the GOODS.

1.6 'WRITING' includes these CONDITIONS, e-mail, cable, facsimile transmission and comparable means of communication.

1.7 'CLIENT' shall mean the person or company to whom BUYER is contracted to supply the GOODS.

1.8 'PARTY' shall mean BUYER or SELLER as the context of the particular clause requires.

1.9 'PARTIES' shall mean BUYER and SELLER collectively.

1.10 'SUBCONTRACTOR' shall mean any person or company to whom SELLER subcontracts part of the scope of work under the CONTRACT.

1.11 'PROPRIETARY INFORMATION' shall mean any information exchanged between the PARTIES that can be reasonably described as sensitive, confidential or proprietary information, is the solely owned intellectual property of the DISCLOSING PARTY, or information marked to show it is confidential.

1.12 'RECEIVING PARTY' shall mean the PARTY which receives Proprietary Information from the other PARTY (the DISCLOSING PARTY).

1.13 'DISCLOSING PARTY' shall mean the PARTY which discloses Proprietary Information to the RECEIVING PARTY.

1.14 'MATERIAL BREACH' shall mean a breach of any clause of the CONTRACT contained herein which is not in the sole opinion of the SELLER capable of remedy within a reasonable time.

2. BASIC OF SALE

The SELLER shall sell and the BUYER shall purchase the GOODS in accordance with any written quotation of the SELLER which is accepted by the BUYER, or any written order of the BUYER which is accepted by the SELLER, subject in either case to these CONDITIONS, which shall govern the CONTRACT to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, any such order is made or purported to be made, by the BUYER. The SELLER and BUYER agree that prices quoted may increase in the event of raw material price increases.

Any quotation made by the SELLER does not constitute an offer to sell, and any purchase order raised by the BUYER in response to SELLERs quotation shall be deemed as an offer to buy in accordance with SELLERs quotation which shall be accepted by SELLER in accordance with these terms and conditions when acknowledged in WRITING by SELLER.

Any additional or different terms or conditions contained within BUYERs purchase order shall be deemed as objected to by SELLER without the requirement for notice of such objection, and shall in no way be binding on SELLER unless expressly agreed to in WRITING by SELLERs authorized representative.

No variation to these CONDITIONS shall be binding unless agreed in WRITING by the authorized representative of the SELLER.

The SELLERs employees or agents are not authorised to make any representation concerning the GOODS unless confirmed by the SELLER in WRITING. In entering into the CONTRACT the BUYER acknowledges that it does not rely on, any waives any claim for breach of, any such representations which are not so confirmed.

3. ORDER AND SPECIFICATIONS

No order submitted by the BUYER shall be deemed to be accepted by the SELLER unless confirmed in WRITING by the SELLERs authorized representative.

The BUYER shall be responsible to the SELLER for ensuring the accuracy of the details of any order (including any applicable specifications) submitted by the BUYER, and for giving the SELLER any necessary information relating to the GOODS within a sufficient time to enable the SELLER to perform the CONTRACT in accordance with its terms.

If the GOODS are to be manufactured or any process is to be applied to the GOODS by the SELLER in accordance with a specification submitted by the BUYER, the BUYER shall indemnify the SELLER against all loss, damages, costs and expenses awarded against incurred by the SELLER in connection with or paid or agreed to be paid by the SELLER in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other



person which results for the SELLERs use of the BUYERs specification.

The SELLER reserves the right to make any changes in the specification of the GOODS which are required to conform with any applicable statutory or EC requirements, where the GOODS are to be supplied to the SELLERs specification, which do not materially affect their quality or performance.

4. Price Adjustment

The price of the Goods stated herein is based on the raw material cost on the date of the quotation. Given significant market volatility in raw material prices, the SELLER reserves the right to adjust the price of the Goods at any time, whether before or after the acceptance of this quotation by the BUYER, to reflect prevailing market rates. Any increase in price of the Goods due to increased raw material cost shall be borne by the BUYER.

SELLER is unable to predict price fluctuations directly related to global trade market volatility. Should any portion of this quotation be affected by government applied trade tariffs after the date of quotation, shown pricing will be subject to adjustment and any additional tariffs shall be charged to the BUYER.

5. Freight Cost

The cost of Freight of the Goods stated herein is not fixed and provided as reference value only. Final shipping cost is subject to change and shall be revalidated at the time of shipment to reflect prevailing market rates. Any increase in shipping costs shall be borne by the BUYER. The SELLER shall not be responsible for any delay in shipment for reasons outside of SELLER's control, including non-availability of shipping lines.

6. ASSIGNMENT AND SUBCONTRACTING

The BUYER shall not assign the CONTRACT without the prior approval of the SELLER which shall not be unreasonably withheld or delayed.

7. PROVISIONS FOR VARIATIONS

The BUYER has the right to request variations to the GOODS which are within the capability and resources of the SELLER. On receipt of the written variation request the SELLER shall furnish to BUYER details of any change to price or delivery schedule without undue delay. On receipt of the change in price and delivery schedule the BUYER shall issue a variation order to SELLER. The variation will be implemented only on SELLERs acceptance of the BUYERs variation order. Any variation orders shall be governed by the terms and conditions contained herein.

8. PAYMENT TERMS

Unless otherwise agreed in WRITING payment for the GOODS shall be made in accordance with the agreed payment terms and shall be paid by BUYER within the period.

If the BUYER fails to make any payment on the due date then, without prejudice to any other right or remedy available to the SELLER, the SELLER shall be entitled to:

- cancel the CONTRACT or suspend any further deliveries to the BUYER;
- appropriate any payment made by the BUYER to such of the GOODS (or the GOODS supplied under any other contract between the BUYER and the SELLER) as the SELLER may think fit (both withstanding any purported appropriation by the BUYER);
- any delinquency charge on the amount unpaid, at the rate of 14.6 per cent per annum from the day following the due date until payment in full is made (a part of a month being treated as a full month for the purpose of calculating delinquency charge).

9. CURRENCY

All Prices shall be in Japanese Yen (JPY) unless otherwise stated WRITING.

10. RIGHT OF SET OFF

In the event of a dispute between the SELLER and the BUYER in relation to the CONTRACT or in relation to any other contract between the PARTIES, the BUYER shall not be entitled to withhold any payment due to SELLER under this CONTRACT or any other contract as set off against disputes under this CONTRACT or any other contract.

11. INTELLECTUAL PROPERTY AND TITLE

The BUYER or the CLIENT as applicable shall retain title to BUYER provided items and information, including but not limited to, technical information, materials and equipment.

All GOODS provided by the SELLER under the CONTRACT shall become the property of the BUYER upon payment by the BUYER.

The SELLER shall ensure the all SELLER provided items are free from all liens and/or retention of title claims from any third PARTY.

In the event that the GOODS include an element of design, the following provisions shall apply to such element.

- Title to, copyright in and ownership of all things created under the CONTRACT by SELLER, including but not limited to all data (including that stored on computers and computer aided design models), drawing, specifications, calculations, other documents, computer tapes, discs and other essential recording matter, materials and work shall vest in the SELLER as soon as the preparation, production or creation thereof commences.



- All rights of title to, copyright in and ownership of any such items developed by the SELLER outside the CONTRACT shall remain with the SELLER.
- All rights of title to, copyright in and ownership of any such items which the SELLER provides in relation to the CONTRACT and which is merely supplemented, enhanced, modified or adapted in the course of the CONTRACT shall remain with the SELLER.

Notwithstanding the foregoing the SELLER, from the date of payment grants the BUYER and/or the CLIENT the non-exclusive and irrevocable right to use any technical information, including software, provided by the SELLER, for the purposes of the operation and maintenance of the property created by the application of the design and/or other deliverables produced by the SELLER under the CONTRACT and for no other purpose. Such right shall be non-transferable.

12. WARRANTIES

The SELLER warrants that the GOODS will be in accordance with the SELLERs quotation and that the GOODS will conform to the requirements of the CONTRACT within the warranty period specified in the quotation. The SELLER shall have no liability for breach of the warranty provisions unless the BUYER has notified the SELLER of such breach within the warranty period. If no warranty period is specified in the quotation then the warranty period shall be twelve (12) months from delivery of the GOODS. Notwithstanding any other provision to the contrary elsewhere in the CONTRACT, the SELLERs liability for costs in the event of a defect discovery during the warranty period are limited to collection from the contracted delivery point, repair or replacement of the defective product, at the SELLERs reasonable option, and return to the contracted delivery point.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY ALL OTHER IMPLIED WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. THE REMEDIES OF BUYER FOR ANY BREACH OF WARRANTY SHALL BE LIMITED TO THOSE PROVIDED HEREIN AND BUYER'S REMEDIES FOR ANY DELAY OR NON-DELIVERY WHICH IS NOT EXCUSABLE SHALL BE LIMITED TO THE PURCHASE PRICE PAID FOR THE GOODS IN RESPECT OF WHICH THE DELAY OF NON-DELIVERY IS CLAIMED, IN EACH CASE TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON SELLER UNLESS IN WRITING, SIGNED BY A DULY AUTHORISED OFFICER OF SELLER.

13. TITLE AND RISK

Risk of damage to or loss of the GOODS shall pass to the BUYER:

- in the case of GOODS to be delivered at the SELLERs premises, or the time when the SELLER notifies the Buyer that the GOODS are available for collection; or
- in the case of GOODS to be delivered otherwise than at the SELLERs premises, at the time of delivery or, if the BUYER wrongfully fails to take delivery of the GOODS, the time when the SELLER has tendered delivery of the GOODS.

Notwithstanding delivery and the passing of risk in the GOODS, or any other provision of these CONDITIONS, the title in the GOODS shall not pass to the BUYER until the SELLER has received in cash or cleared funds payment in full of the price of the GOODS and all other GOODS agreed to be sold by the SELLER to the BUYER for which payment is then due.

Until such time as the title in the GOODS passes to the BUYER, the BUYER shall hold the GOODS as the SELLERs fiduciary agent and bailee, and shall keep the GOODS separate from those of the BUYER and third parties and properly stored, protected and insured and identified as the SELLERs property. Until that time the BUYER shall be entitled to resell or use the GOODS in the ordinary course of its business, but shall account to the SELLER for the proceeds of sale or otherwise of the GOODS, whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the BUYER and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

Until such time as the title in the GOODS passes to the BUYER (and provided the GOODS are still in existence and have not been resold), the SELLER shall be entitled at any time to require the BUYER to deliver up the GOODS to the SELLER and, if the BUYER fails to do so forthwith, to enter upon any premises of the BUYER or any third PARTY where the GOODS are stored and repossess the GOODS.

The BUYER shall not be entitled to pledge or in any way charge by way of security for any indebtedness of any of the GOODS which remain the property of the SELLER, but if the BUYER does so all moneys owing by the BUYER to the SELLER shall (without prejudice to any other right or remedy of the SELLER) forthwith become due and payable.

14. ACCEPTANCE OF GOODS

GOODS delivered to BUYER by SELLER shall be deemed as accepted by BUYER with respect to compliance with the Purchase Order, and any relevant technical specifications, unless BUYER communicates in WRITING to SELLER giving reasons why the GOODS or part of the GOODS are to be rejected, within seven (7) days after delivery of the GOODS.

15. FREE ISSUE MATERIALS

In the event that the SELLERs scope of work includes the utilisation or incorporation of materials or products supplied by BUYER, the BUYER shall have the sole responsibility of ensuring such items are free from defects and discrepancies and BUYER shall indemnify SELLER against all losses or damages it may suffer as result of defective or non-conforming product supplied by BUYER.

16. INDEMNITIES AND LIABILITIES

The SELLER shall be responsible for and shall save, indemnify, defend and hold harmless the BUYER from and against all

claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- loss of or damage to property of the SELLER whether own, hired, leased or otherwise provided by the SELLER arising from or relating to the performance of the CONTRACT; and
- personal injury including death or disease to any person employed by the SELLER arising from or relating to the performance of the CONTRACT; and
- personal injury including death or disease or loss of or damage to the property of any third PARTY to the extent that any such injury, loss or damage is caused by the negligence act, or breach of duty (whether statutory or otherwise) of the SELLER. For the purposes of this clause "third PARTY" shall mean any PARTY which is not a member of the SELLER group or the BUYER group including the CLIENT.

The BUYER shall be responsible for and shall save, indemnify defend and hold harmless the SELLER group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- loss of or damage to property of the BUYER or CLIENT, whether owned, hired, leased or otherwise provided by the BUYER or CLIENT arising from or relating to the performance of the CONTRACT; and
- personal injury including death or disease to any person employed by the BUYER and/or the CLIENT arising from or relating to the performance of the CONTRACT; and
- personal injury including death or disease or loss of or damage to the property of any third PARTY to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the BUYER or CLIENT. For the purposes of the clause "third PARTY" shall mean any PARTY which is not a member of the BUYER group, including the CLIENT, or the SELLER Group.

17. LIMITATION OF LIABILITIES

Notwithstanding any other provision to the contrary elsewhere in the CONTRACT, the SELLERs total cumulative liability for any default whatsoever, whether under the CONTRACT or at law shall under no circumstances exceed 100% of the purchase price paid by the BUYER under the contract. In the event that the provisions of this clause are unenforceable for any particular liability, the PARTIES agree to uphold the provisions of this clause to the full extent allowable by law for any other liability.

18. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision contained herein, neither PARTY shall be responsible or liable to the other PARTY for indirect or consequential loss or damage suffered by such other PARTY, including but not limited to loss of contracts, loss of profits, or loss of production, whether such liability is based or claimed to be based upon any negligence or any other act or omission on the part of the PARTY causing the damage or loss, or any of the PARTIES employees or agents or servants in connection with the performance of the CONTRACT

19. CONFIDENTIAL AND PROPRIETARY INFORMATION

ALL PROPRIETARY INFORMATION issued by the DISCLOSING PARTY to the RECEIVING PARTY under this CONTRACT is done so on a strictly confidential basis and must not be divulged to any third PARTY, without the prior written permission of DISCLOSING PARTY, other than RECEIVING PARTIES affiliates, its other sub-contractors of any tier, its Client, its co-ventures, its and their affiliates and, sub-contractors of any tier, and then only as is necessary for the performance of this CONTRACT and associated developments.

THE RECEIVING PARTY shall, in consideration of the DISCLOSING PARTY agreeing to disclose the PROPRIETARY INFORMATION:

- Use such PROPRIETARY INFORMATION only for the purpose of executing the CONTRACT and for associated developments and for no other purpose;
- Hold in confidence and not divulge any PROPRIETARY INFORMATION to any third PARTY whether before or after completion of the CONTRACT without the consent of the DISCLOSING PARTY in WRITING;
- Restrict disclosure of all Proprietary Information to such of its employees who need to know it in furtherance of the Specific Purpose;
- In any case where the Disclosing PARTY authorises the disclosure of PROPRIETARY INFORMATION only to make such disclosure on terms equivalent to those contained in this CONTRACT;
- Keep such PROPRIETARY INFORMATION secure and protected against theft, damage, loss or unauthorised access, ensuring that these obligations are observed by its employees, agents and contractors;
- Preserve the secrecy of the know-how and other information concerning the hardware, software and system design, the development, trade secrets and business affairs of the DISCLOSING PARTY.

There shall be no obligation to preserve the confidentiality or be restricted in the use of information which:

- Can be shown to have been in the public domain prior to its receipt by the RECEIVING PARTY;
- Can be shown to have already been in the lawful possession of the RECEIVING PARTY;
- Subsequently comes into the public domain otherwise than as a consequence of a breach of this CONTRACT;
- Is independently developed by the RECEIVING PARTY without access to the DISCLOSING PARTIES PROPRIETARY INFORMATION.

The RECEIVING PARTY shall acquire no rights whatsoever to or in PROPRIETARY INFORMATION disclosed to it by the DISCLOSING PARTY.

All documents containing PROPRIETARY INFORMATION shall be returned to the DISCLOSING PARTY immediately on expiry or termination of this CONTRACT or at the request of the DISCLOSING PARTY.

In the event the RECEIVING PARTY is required by judicial or government administrative process to disclose any PROPRIETARY



INFORMATION of the DISCLOSING PARTY, the RECEIVING PARTY shall promptly notify the DISCLOSING PARTY so that the DISCLOSING PARTY may seek appropriate means to protect the confidentiality of its PROPRIETARY INFORMATION. Notwithstanding the absence of such means, if, in the opinion of the RECEIVING PARTIES counsel the RECEIVING PARTY is compelled to disclose such PROPRIETARY INFORMATION, the RECEIVING PARTY may disclose only the PROPRIETARY INFORMATION that is required without liability hereunder.

The RECEIVING PARTY hereto accepts full liability for the maintenance of the confidentiality of the PROPRIETARY INFORMATION and hereby agrees to indemnify the DISCLOSING PARTY against any and all losses, damages, liabilities, costs and expenses suffered or incurred by the DISCLOSING PARTY (including without limitation legal fees and costs reasonably and properly incurred) as a result of the breach by the RECEIVING PARTY of its undertakings contained herein.

20. GOVERNING LAW AND JURISDICTION

This CONTRACT shall be construed and governed in accordance with the laws of Japan. The Tokyo District Court shall have exclusive first instance jurisdiction over any and all disputes, claims and lawsuits relating to or arising out of this Agreement. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

21. FORCE MAJEURE

Neither the BUYER nor the SELLER shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this Clause and which is beyond the control and without the fault or negligence of the PARTY affected and which, by the exercise of reasonable diligence, the said PARTY is unable to provide against.

For the purpose of this CONTRACT only the following occurrences shall be force majeure.

- Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, ionising radiation's or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, earthquake, flood, fire, explosion and/or other natural physical disaster;
- Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY its subcontractors or its suppliers and which affect a substantial or essential portion of the GOODS, maritime or aviation disasters;
- Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law.

In the event of a force majeure occurrence, the PARTY that is or may be delayed in performing the CONTRACT shall notify the other PARTY without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.

Save as otherwise expressly provided in the CONTRACT, no payments of whatever nature shall be made in respect of a force majeure occurrence.

Following notification of a force majeure occurrence in accordance with this clause, the SELLER and the BUYER shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

22. TERMINATION & DEFAULT

BUYER shall have no right to cancel all or any undelivered part of the CONTRACT unless the SELLER commits a MATERIAL BREACH of the CONTRACT terms and conditions, in which case the BUYER shall have the right as its sole remedy for said default, to terminate the CONTRACT. In such event BUYER agrees to compensate fully the SELLER for all GOODS completed in accordance with the CONTRACT. Ownership to the GOODS shall pass to BUYER on payment for the GOODS.

In no event shall the total amount recoverable by SELLER as a result of termination under this clause exceed the total CONTRACT PRICE.

23. ENTIRE CONTRACT

This CONTRACT constitutes the final and entire CONTRACT by and between PARTIES and shall supersede all previous negotiations, understandings and CONTRACTs between the PARTIES.

No amendment or supplementation hereof shall be effective or binding on either PARTY hereto unless reduced to WRITING and executed by the authorised representatives of the PARTIES.

24. DISPUTE RESOLUTION

Any dispute that arises between SELLER and the BUYER in connection with or arising out of this CONTRACT shall be resolved in accordance with the following procedures:

- a. The dispute shall in the first instance be referred to the authorised representatives of the SELLER and the BUYER who shall make all reasonable efforts to reach an amicable resolution.
- b. If the PARTIES fail to reach a resolution in accordance with section 22 (a) above within a reasonable time, the dispute shall be referred to the Managing Directors of the SELLER and BUYER.
- c. If the PARTIES fail to reach a resolution in accordance with section 22 (b) above within a reasonable time, then the dispute shall be put forward for settlement by mediation.



- d. If the PARTIES fail to reach a resolution in accordance with section 22 (c) above within a reasonable time, then either PARTY shall be entitled to seek resolution through the Courts in Tokyo.

25. NON-WAIVER

None of the terms and conditions of this CONTRACT shall be considered to be waived by either PARTY unless a waiver is given in WRITING by the authorised representative of the PARTY waiving its right to the other PARTY. No waiver given shall constitute a waiver of any past or future default, breach or modification of the terms, provisions, conditions, or covenants of the CONTRACT unless expressly set forth in such waiver.

No failure on the part of either PARTY to enforce any of the terms and conditions of the CONTRACT shall constitute a waiver of such terms and conditions.

26. INDEPENDENT CLAUSES

If any provision of this CONTRACT shall be held to be invalid or unenforceable by any court or legal entity having jurisdiction, such determination shall not affect the validity or enforceability of any other party or provision of this CONTRACT.

27. RETENTION OF RIGHTS

In the event of termination of the CONTRACT for whatever reason, the rights and obligations of the PARTIES included in the following sections and clauses shall remain in full force and effect:

- Clauses 6, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 29, 30.

28. LANGUAGE

The ruling language of the CONTRACT shall be the English language. All reports, communications, correspondence, drawings, specifications and calculations shall be in the English language.

29. SUCCESSORS

The terms and conditions of this CONTRACT shall apply equally to any successors of the PARTIES as they apply to the PARTIES themselves and any successors shall be fully bound by the Terms and Conditions of this CONTRACT.

30. HEADINGS

The clause headings and sub-headings included in the CONTRACT are intended for convenience only and not in any way to be taken account of in construing the meaning of any part of the CONTRACT.

31. INSOLVENCY OF THE BUYER

These provisions of this clause shall apply if:

- BUYER makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- a creditor takes possession, or a receiver is appointed, or any of the property or assets of the BUYER; or
- BUYER ceases, or threatens to cease, to carry on business; or
- The SELLER reasonably apprehends that any of the events mentioned above is about to occur in relation to the BUYER and notifies the BUYER accordingly.

If the provisions of this clause apply then, without prejudice to any other right or remedy available to the SELLER, the SELLER shall be entitled to cancel the CONTRACT or suspend any further deliveries under the CONTRACT without any liability to the BUYER, and if the GOODS have been delivered but not paid for, the CONTRACT PRICE shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

32. TAXES DUTIES AND EXCISES

In the absence of satisfactory evidence of exemption supplied to SELLER by BUYER, BUYER shall pay in addition to the CONTRACT PRICE, all taxes duties, excises, or other charges for which SELLER may be responsible for collection or payment to any government (national, state, or local) upon, measured by or relating to the importation, exportation, production or any phase or part of the production, storage, sale or transportation and/or use of the GOODS.

33. CANCELLATION

If the BUYER terminates this Contract for convenience, the SELLER shall retain title/possession of all project-related materials and goods which are unfinished (work in progress) and the BUYER shall pay to the SELLER the following cancellation fees (based on the date termination notice is received):

- (a) If terminated after signature of this Contract - up to 15% of Contract value
- (b) If terminated after approval of Supplier's Submittal Package: up to 25% of Contract value
- (c) If terminated after Supplier purchase of materials: up to 75% of Contract value
- (d) If terminated after Supplier receipt, and/or modification, of major materials: up to 100% of Contract value

34. EXPORT CONTROL AND SANCTIONS COMPLIANCE

The BUYER agrees and undertakes that:

- (a) it will not use the GOODS to be supplied for any purpose or in any way that would cause SELLER and/or its affiliates



- ('Trelleborg') to be in breach of any export, financial or trade sanctions imposed against any destination or party;
- (b) it will not export, re-export, re-sell, supply or transfer or deal with the said Goods to any destination or party subject to UN, EU, US, UK or Japanese trade sanctions or embargos, or to any destination or party if it is known or suspected that the GOODS are likely to be used for the purposes set out in (a) above;
 - (c) the GOODS to be supplied will be used for civil purposes;
 - (d) the GOODS to be supplied will not be used for prohibited military applications or purposes;
 - (e) it will comply with all applicable export and sanctions laws;
 - (f) it will include the same terms in its dealings with its customers; and
 - (g) it agrees to fully indemnify Trelleborg for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against Trelleborg arising out of or in connection with any breach of this clause whether such breach occurs directly or indirectly, with or without the knowledge of Trelleborg
- SELLER has the right to terminate this agreement immediately and without penalty if it reasonably considers:
- a) BUYER to have breached this Clause; or
 - b) performance of any aspect of this agreement by the BUYER exposes Trelleborg to the risk of contravening any sanctions or any sanctions undertakings that it has given to its customers or lenders.