

## 1. Interpretation

For the purposes of these terms and conditions of purchase:

“Acceptance” shall have the meaning set forth in section 8 below;

“Buyer” means HBK FiberSensing, S.A., with registered seat at Rua Vasconcelos Costa, n.º 277, 4470-640 Maia, Portugal, commercial registry and tax number 506807312, registered with the Companies Registry Office of Maia;

“Conditions” means these terms and conditions of purchase as from time to time varied by the Buyer;

“Contract” means the agreement between the Buyer and the Supplier arising as a result of the Buyer’s submission of a Purchase Order for the Supplier’s Products and/or Services. Such Contract shall be deemed to incorporate and be governed by these Conditions;

“Parties” means the Buyer and the Supplier, together;

“Party” means, as the case may be, the Buyer or the Supplier;

“Products” means goods supplied as agreed to be supplied by the Supplier to the Buyer under the Contract;

“Purchase Order” or “Order” means the order made by the Buyer to the Supplier in relation to Products and/or Services;

“Services” means any services provided as agreed to be provided by the Supplier to or for the Buyer under the Contract;

“Supplier” means the person (individual or corporate entity) who receives an Order for the purchase of Products and/or Services;

“Warranty” shall have the meaning set forth in section 10 below.

## 2. Basis of Supplies

2.1 THESE PRESENT CONDITIONS ARE APPLICABLE TO ANY ORDER FOR PRODUCTS AND/OR SERVICES FROM THE BUYER TO THE SUPPLIER, WHO ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE CONDITIONS. NO CONDITION OF THE SUPPLIER SHALL PREVAIL OVER THE PROVISIONS HEREIN AND NO MODIFICATION RESULTING FROM A PRESUMABLE ORAL AGREEMENT OR ANY OTHER UNDERSTANDING THAT MAY MODIFY, IN ANY ASPECT, THE PRESENT CONDITIONS SHALL BE BINDING ON THE BUYER, UNLESS IT RESULTS FROM A WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SUPPLIER. IF AND TO THE EXTENT TO WHICH ANY SUPPLIER’S TERMS AND CONDITIONS CONTAIN PROVISIONS ON MATTERS THAT ARE NOT REGULATED BY THESE CONDITIONS, ONLY THE RELEVANT STATUTORY PROVISIONS SHALL APPLY.

2.2 In the event that the Supplier becomes aware of these Conditions after the Buyer’s Purchase Order has been issued, but before the delivery of the Products or the provision of the Services, it is considered that the Supplier has accepted these Conditions provided (i) the Supplier communicates its acceptance or (ii) the Buyer receives the confirmation of the Purchase Order or (iii) the Supplier agrees, by any other means, to these Conditions, including without limitation through the total or partial delivery of the Products or the total or partial provision of the Services.

2.3 The “HBK Quality and Environment Management Guideline for Suppliers” (available for download at <https://www.hbk.com/supplier-guidelines>) shall be an integral part of the Contract and basis for the implementation of the Buyer’s Purchase Order.

## 3. Purchase Orders, Changes

3.1 All Products supplied or Services provided shall be made pursuant to a Purchase Order placed by the Buyer with the Supplier. The Supplier shall check and examine information and documents made available by the Buyer in connection with the Purchase Order for noticeable faults and completeness. The Supplier shall notify the Buyer without undue delay of any concerns with details of the reasons and, as the case maybe, immediately demand any lacking information or document.

3.2 The Supplier shall not make any changes to a Purchase Order without the Buyer’s prior written consent. The Buyer may make changes to a Purchase Order at any time prior to delivery/performance, and - subject to section 3.3 below - the Supplier shall implement all changes so requested by the Buyer.

3.3 The Supplier shall promptly notify the Buyer in writing if the proposed changes will affect cost or timing and provide substantiation thereof. If the Buyer determines that an adjustment in regard to the price and/or timing is appropriate, the Parties will negotiate in good faith an equitable price adjustment and other eventual changes in the supply that may be necessary. During the eventual pending of an agreement on such an adjustment, the Supplier shall suspend the performance of the (unmodified) Purchase Order

and shall, on the Buyer’s request, proceed in the performance of the Purchase Order, including the changes communicated by the Buyer.

## 4. Cancellation of Purchase Orders

4.1 The Buyer may cancel, totally or partially, any Purchase Order or Contract at any time until the delivery of the Product or rendering of the Service with no need for due cause. After the Supplier receives a cancellation notice from the Buyer, the Supplier shall immediately stop performance of the Purchase Order and, subject to section 4.2 below, the Buyer will not be held liable for any loss or damage resulting from that cancellation.

4.2 Notwithstanding the foregoing, the Buyer shall, pay any Products actually supplied or Services actually rendered (as the case may be) by the Supplier up until the cancellation date. With regards to supplies not yet supplied at the cancellation date, the Buyer shall exclusively pay reasonable compensation (as demonstrated by the Supplier’s written records) for partially or fully completed supplies which have been specifically customized according to the Buyer’s needs and which cannot be used by the Supplier for other purposes.

## 5. Prices, Invoices

5.1 The prices for the Products and the fees for the Services shall be the prices or respectively fees stated in the Purchase Order. Prices of the Products and/or fees for Services are final and inclusive of all costs and charges, including taxes, transport or packing charges, applicable insurance and export and/or import charges or duties including without limitation sales, value-added, use or excise taxes, applicable to the Products sold or Services rendered. The Buyer shall not be held liable for nor will accept any price increases related to variations in costs of raw materials or production costs, transport costs, or eventual subcontracting, unless these price increases have been previously negotiated with and accepted by the Buyer in writing. In case of any discrepancy between the amount indicated in the Purchase Order and in the invoice issued by the Supplier, payment of the disputed amount shall not be made until the situation is resolved.

5.2 The Supplier shall ensure that its invoices are issued in accordance with the applicable laws and regulations, especially in accordance with the relevant value-added tax regulations. Furthermore, invoices shall indicate the Buyer’s Purchase Order number, the quantity per item and the price per item.

5.3 Invoices shall be directed to the address of the Buyer, unless a different invoice address has been specified in the Purchase Order. Duplicate invoices shall be marked as such.

## 6. Payment Conditions

6.1 Unless stated otherwise in the Purchase Order, payment shall be made within 60 (sixty) days from the date of receipt of the corresponding correct invoice and of all ordered Products/Services by the Buyer, and provided that the Products/Services are free from defects. Payment shall not be deemed as an acknowledgment of contract conformity of the delivered Products/rendered Services and the Buyer’s rights, inclusive of the right to recourse to legal action or any other means to obtain adequate remedy (as referred to in section 10 below), including due compensation for the resulting damages, whether direct or indirect, shall not in any way be prevented or limited by the Buyer’s payment of any invoice.

6.2 The Buyer may refuse to make payment while the Buyer has not received the Supplier’s guaranty on the non-existence of any encumbrances, expenses or obligations related to the Products and/or Services indicated in the Purchase Order.

6.3 The Buyer may off-set any invoiced amount with any credit the Buyer may have against the Supplier or any affiliate of the Supplier.

## 7. Delivery, Delay in Delivery and Packaging

7.1 Unless otherwise agreed in writing, delivery shall be made DDP Buyer’s facility in Maia, Portugal, Incoterms 2010. The risk shall pass to the Buyer upon Acceptance of the delivery and installation/assembly, or respectively of the Services provided. If delivery does not include installation and/or assembly, the risk shall pass to the Buyer upon Acceptance of the delivery. Title shall pass to the Buyer upon delivery, unless payment is made prior to delivery in which case title shall pass to the Buyer on payment.

7.2 Delivery must be made in accordance with the quantities, description of the Products/Services, delivery dates and further specifications established in the Purchase Order, otherwise the Buyer may refuse to take delivery of the Products/Services and return the same at the Supplier’s costs and risk. For the avoidance of doubt, the Buyer may refuse to accept partial delivery of

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Products / Services and shall also not be responsible for Products/Services which are delivered in excess of the ordered quantities or prior to the agreed delivery date; in any of such cases, the Buyer reserves the right to store or return the Products/Services at the Supplier's own cost and risk. Each delivery shall be accompanied by packing slips and delivery notes indicating the item numbers, quantities, and the respective Purchase Order number.

- 7.3 The Supplier must immediately inform the Buyer in case it cannot comply with the agreed delivery date and must undertake, at no additional cost, the necessary alternative means of transport to comply with the original delivery date. If the Supplier defaults on its duty to perform on the agreed delivery date, the Buyer may, without prejudice to any other rights and remedies it may have by virtue of these Conditions or under the law, demand liquidated damages amounting to 0.5% for each calendar week of default that has commenced, up to a maximum of 5% of the respective Order value. Liquidated damages paid shall be credited against further damages caused by delay.
- 7.4 Products shall properly be packaged, marked and otherwise prepared for transport and storage by the Supplier in accordance with good commercial practices and the Buyer's instructions, if any. At the Buyer's request, the Supplier shall take back packaging materials from the place of delivery at its own expense.

## 8. Acceptance

The Supplier hereby recognizes that all Products/Services supplied are subject to inspection and Acceptance by the Buyer. The reception or inspection of Products or Services on delivery does not constitute Acceptance of the respective Product or of the Service, nor any waiver to the Warranty or any other right or remedy available to the Buyer under these Conditions or under the law. Acceptance of delivery shall only exist upon written confirmation of the Buyer to such regard or if the Buyer uses the Products or Services and does not present a claim to the Supplier under the terms of section 10 hereunder, whichever occurs first.

## 9. Replacement Parts

Unless otherwise agreed in writing, the Supplier guarantees the supply of replacement parts at reasonable conditions for at least 5 (five) years after delivery/performance.

## 10. Supplier's Warranty and Buyer's Remedies

- 10.1 The Supplier expressly warrants that all Products supplied and all Services rendered are (i) free from defects in material and workmanship under normal use; (ii) in full conformity with the Purchase Order, with the specifications, drawings, samples and descriptions given or ordered by the Buyer, as well as with all applicable legal rules, regulations and standards, notably relating to quality and safety; (iii) fit for their intended use and capable of being commercialized or used for the Buyer's specific purpose.
- 10.2 With regard to Services, the Supplier further warrants that it will render the Services with all required competence, diligence and care.
- 10.3 The Supplier's Warranty shall be valid and in force for a period of 2 (two) years from Acceptance. Any longer warranty periods provided for by applicable statutory provisions shall remain unaffected thereby.
- 10.4 Without prejudice to any other rights or remedies the Buyer may have by virtue of these Conditions or under the law, in case of defective or non-conform Products or Services or in case of any other breach of the Warranty, even where such defect or non-conformity has been discovered after the Products or Services have been accepted by the Buyer, the Buyer will inform the Supplier accordingly by written notice sent within the maximum of forty-five days after the defect, non-conformity or breach has been discovered and may, at its own discretion and at full cost and risk of the Supplier, opt by one or more of the following remedies: (a) cancel the relevant Purchase Order; (b) refuse to take delivery of the Products and return them to the Supplier; (c) acquire equivalent Products or Services from other suppliers; (d) require that the Products/Services be repaired or replaced by the Supplier; or (e) require that the Products/Services be repaired or replaced by a third party.
- 10.5 Repaired or replaced Products or Services shall benefit from a new Warranty period of 2 (two) years starting from the date of Acceptance of the repaired respectively replaced Products/Services.
- 10.6 The Buyer's approval of drawings, calculations and other technical documents shall not affect the Supplier's obligations – in particular its Warranty obligations with regard to the delivered Products/Services. The Buyer's ac-

ceptance or approval of samples or specimen shall not constitute a waiver of any of its Warranty rights.

## 11. Software, Right to Use

- 11.1 In case the Supplier's delivery contains software, the software will be made available to the Buyer on commonly-used data storage media (or in another appropriate way) in machine-readable code, in addition to the user documentation.
- 11.2 If software that the Buyer has acquired from the Supplier is no longer supported by the Supplier and if permanent support cannot be obtained in any other manner under reasonable conditions, the Supplier shall be obligated to make the software - including source codes and documentation - available to the Buyer at reasonable conditions for its own purposes and to allow a third party with expertise in the respective programming language to support the software and, if required, make necessary modifications in order to maintain the operation of the software.
- 11.3 All rights with regard to software specifically commissioned by and developed for the Buyer shall vest into the Buyer and the Supplier shall not make such software available to third parties and not use the software or components thereof to execute orders placed by third parties. With respect to such software, the Supplier shall provide the source code and all data and information that are, in addition to the source code, required to build an executable compilation from the provided source code (e.g. make-files, compiler-parameters, synthesis parameters) together with complete manufacturer documentation (including specification of the developer tools that were used) and user documentation to the Buyer. The provided data and information shall correspond with the program version of the software on completion of the test phase, respectively at the time of Acceptance. Any modification made to the software in conjunction with the elimination of software defects or updates shall be integrated into the source code and the above mentioned data and information without delay; a copy of the respective updated version shall be provided to the Buyer immediately.
- 11.4 If the Supplier's delivery contains "open source software", i.e. any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software (e.g. GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the Apache License, the BSD License), the Supplier shall inform the Buyer thereof in writing. If such information is given only after the Buyer has released its Purchase Order, the Buyer is entitled to cancel the Purchase Order within 14 (fourteen) days of receipt of the respective information, without any liability whatsoever.

## 12. Liability

- 12.1 Except expressly provided otherwise herein, the Supplier shall be liable towards the Buyer for damages and losses caused by or related to the Products respectively Services to the full legal extent.
- 12.2 In cases where the Supplier is responsible for product damage, the Supplier shall hold harmless and indemnify the Buyer and its affiliated companies against third party claims upon first request.

## 13. Rights of Third Parties

- 13.1 The Supplier ensures that, in connection with its deliveries, no rights - in particular, industrial property and similar rights - of third parties are violated, whereat the Supplier acknowledges that the Buyer will distribute its end products manufactured by using the Products or the Products themselves worldwide.
- 13.2 Accordingly, the Supplier shall hold harmless and indemnify the Buyer and its affiliated companies from any claims of third parties that are being laid to the Buyer or any of its affiliates based on an infringement of such third parties' rights upon first request, and it shall reimburse the Buyer and its affiliates, as the case may be, for all expenses that the Buyer and the Buyer's affiliates incur in conjunction with such claims asserted by the third parties.

## 14. Insurance

The Supplier shall maintain, at own cost and risk, all required insurances, with adequate coverage (minimum EUR 3 million per incident) with reputable insurers, for its own activities and liabilities and for the supply of the Products and the provision of the Services. Upon request, the Supplier shall provide the respective policies and certificates for the Buyer's consultation. For the avoidance of doubt, if the Buyer is entitled to more extensive claims for damages, these claims shall remain unaffected.

**15. Buyer's Property**

- 15.1 Materials, equipment, tools, dies, molds, drawings, specifications, designs, data and other materials supplied by or on behalf of the Buyer to the Supplier, along with all intellectual property and proprietary rights therein, shall at all times remain the exclusive property of the Buyer ("Buyer's Property"), shall be held by the Supplier in safe custody at its own cost and risk, shall always be maintained in good condition at the Supplier's expense.
- 15.2 The Buyer's Property will: (i) be treated by the Supplier as confidential documentation, material or information of the Buyer; (ii) not be disclosed by the Supplier to third parties, nor to the Supplier's employees that have no intervention with the production/execution of the Products or Services; (iii) only be used for the purpose and within the scope of the commercial relationship between the Buyer and the Supplier and; (iv) be returned or disposed in accordance with the Buyer's instructions and the Supplier may not retain any kind of reproduction thereof.
- 15.3 All Products, materials, equipment, tools, dies, molds, drawings, specifications, designs, data and other materials manufactured or purchased specifically for the purpose of the Contract as well as all Products manufactured or purchased using the Buyer's Property shall be considered to be the Buyer's Property and to the extent that, notwithstanding this, if the Supplier may acquire any right, title or interest in the same, the Supplier hereby irrevocably agrees to assign and transfer all such right, title and interest to the Buyer.

**16. Force Majeure**

Neither Party shall be liable towards the other Party for any non-fulfilment of a Contract to the extent fulfilment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the Party concerned, which was not for its risk and not reasonably foreseeable ("Force Majeure"), provided that the Party invoking Force Majeure shall immediately notify the other Party about the Force Majeure and the anticipated duration in writing. The mere fact of late supply of materials, labor or utilities shall not be deemed Force Majeure. In case a situation of Force Majeure on the side of the Supplier continues for more than 30 days, the Buyer shall be entitled to (partly or, if the Buyer has no interest in part performance, wholly) terminate or cancel the Contract without the Supplier being entitled to claim damages.

**17. Quality Assurance and Auditing**

- 17.1 The Supplier undertakes to maintain an adequate and consistent quality assurance system, e.g. according to DIN EN ISO 9001 ff. or similar and to carry out tests and checks to ensure that the Products/Services are in compliance with the specified requisites under the Purchase Order and applicable legislation during and after production of the delivery. The respective test and check results shall be documented, and the documentation shall be archived in such a manner that it can be allocated to the relevant delivered batches of the Products / performed Services. If requested by the Buyer, the Supplier shall provide a copy of the documentation.
- 17.2 The Buyer may, at its own initiative, visit the Supplier's facilities to assess the efficiency and reliability of the quality assurance system and the manufacturing processes and to inspect and examine all materials and documents used or prepared in connection with the supply of the Products and the provision of the Services.
- 17.3 When required by the Buyer, the Supplier shall provide past and present financial reports which include, namely, profit and loss accounts and balance sheets. The Buyer will limit the use of those reports to evaluate the capacity regarding the Supplier's compliance to the set obligations, except when the Supplier authorizes a different use of the reports in writing.

**18. Confidential Information**

The Supplier shall keep in strict confidence all non-public know-how, specifications, inventions, processes, products, launch dates, product plans, business initiatives and other information and materials supplied by or on behalf of or received or learned from the Buyer ("Confidential Information") and shall only use the Buyer's Confidential Information for the performance of its obligations under the Contract. The Supplier shall not disclose Confidential Information to any third party without the prior written authorization of the Buyer and shall restrict disclosure of the Buyer's Confidential Information and permit disclosure thereof only to employees who have a need to know for the purpose of performing the Supplier's obligations under the Contract and who are subject to substantially similar obligations of confidentiality and limited use. The confidentiality and limited-use obligation shall survive fulfilment, cancellation or termination of the Contract.

**19. Compliance with Laws, Corporate Responsibility, Code of Business Ethics**

- 19.1 The Supplier commits to always observe and adhere to the laws and other regulations of the applicable legal system(s), to respect the fundamental rights of its employees as well as the prohibition of child labour and forced labour. The Supplier shall furthermore take on responsibility for the health and safety of its employees at work and ensure fair working hours and environmental protection. The Supplier will, to the best of its abilities, demand from and promote among its suppliers compliance with the above principles.
- 19.2 The Buyer has in force a Code of Business Ethics which can be found at [www.hbm.com/corporate-responsibility](http://www.hbm.com/corporate-responsibility) and which the Buyer is committed to comply with at all times. The Buyer expects the Supplier, without prejudice to Supplier's above commitments and Buyer's further requirements under the Contract, to conduct its business with substantially equivalent ethical standards.

**20. Fair Remuneration, Minimum Wage Laws**

- 20.1 The Supplier undertakes to remunerate the employees used within the scope of the Contract fulfilment fairly and with due regard to the relevant applicable laws on minimum wages and to comply with any further obligations from these laws.
- 20.2 If the Supplier culpably violates a minimum wage law and/or the obligations agreed above in this context, the Buyer shall be entitled to terminate the Contract without notice and without termination liability whatsoever. The Supplier shall hold harmless and indemnify the Buyer from all claims related to the Supplier's culpable violation of any applicable minimum wage law.

**21. Anti-Corruption Laws**

The Supplier certifies, represents and warrants that neither it nor any of its officers, directors, employees, agents, contractors, owners, shareholders or affiliates, nor any other party acting on its behalf (i) has or will directly or indirectly take any action that would constitute a violation of the applicable anti-corruption laws such as, but not limited to, the Portuguese Law nr. 20/2008, the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 ("FCPA"), the UK Bribery Act 2010 and the Framework Decision 2003/568/JHA of the European Council; (ii) has or will pay, offer, promise to pay or authorize the payment, offer or promise to pay, directly or indirectly any monetary amounts or anything else of value to any current or former official, foreign political party or official of a foreign political party or any foreign candidate for public office in connection with its dealings with the Buyer and/or the Contract; (iii) has or will pay, offer, promise to pay or authorize the payment, offer or promise to pay, directly or indirectly any monetary amounts or anything else of value to any official or employee of the Buyer or any of its affiliated companies in order to improperly influence the award of the Contract.

**22. Export Compliance**

The Supplier is responsible for maintaining a compliance program capable of identifying the export controls applicable to the Products/Services procured by the Buyer from the Supplier and the Supplier shall notify the Buyer of all the necessary export controls applicable to all Products/Services procured from the Supplier. Such information shall be provided on the Supplier's quotations, at the latest however, on Supplier's Purchase Order acknowledgements and shall include the following information for each line item: (i) country of origin (ISO Alpha -2-Code), (ii) commodity code (HS code), (iii) AL number (export list number), (iv) Export Control Classification Number (ECCN). In addition to the obligations stated above, the Supplier warrants that it will comply with all applicable export controls including by obtaining all necessary export licenses, and the Supplier shall indemnify and hold harmless the Buyer for any loss, cost or expense that the Buyer suffers as a result of the Supplier's failure to comply with export controls or as a result of late, inaccurate or incomplete information supply by the Supplier regarding applicable export controls.

**23. Anti-Terrorism**

The Supplier shall comply with all applicable anti-terrorism laws. For such compliance, the Supplier certifies, represents and warrants that none of the property or interests are subject to being "blocked" under any of the anti-terrorism laws and that its owners/shareholders are not otherwise in violation of such laws.

**24. Personal Data**

In case the Supplier gains access to personal data in the course of the performance of a Contract, it shall ensure compliance with the applicable regulation of privacy legislation, namely without limitation, with the EU General

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Data Protection Regulation (Regulation (EU) 2016/679), notably by using the personal data solely for the purpose of the Contract, by limiting the access to the personal data to necessary absolute minimum and by implementing appropriate technical and organizational measures to protect personal data against accidental or unlawful processing (including, but not limited to, unauthorized access, unauthorized modification or passing on). In addition to the above, where the Supplier processes personal data on behalf of the Buyer, the Supplier shall, upon the Buyer's request, execute the Buyer's data procession agreement.

## 25. Controlled Materials, Conformity Statements, Marking Requirements

- 25.1 The Supplier shall comply with the Buyer's requirements on controlled materials and electromagnetic and radio frequency emissions, and will only supply materials that conform to and support compliance with the applicable laws, rules and regulations including without limitation the RoHS II and WEEE Directives, REACH Regulation and similar enactments applicable to other relevant jurisdictions. The Supplier undertakes to provide all relevant conformity declarations (e.g. RoHS II Conformity Declaration) together with its delivery. If conformity is declared by using applicable exception criteria, the Supplier shall expressly refer to and indicate the applicable exception criteria. If the Supplier's Products do not fall within the scope of the RoHS II Directive, the Supplier shall declare conformity with the maximum concentration values of any restricted substance.
- 25.2 If the Supplier supplies Products which fall under the scope of application of an European Directive for first-time placing on the market, such as the EU Machinery Directive, Pressure Equipment Directive, EMC Directive etc., the Supplier undertakes to comply with the relevant requirements and processes specified in such European Directive. If provided for in any such European Directive, the Supplier shall issue an EU declaration of conformity for the Products, affix a CE mark and provide a risk assessment. The aforementioned shall apply mutatis mutandis with regard to similar enactments applicable to other relevant jurisdictions.

## 26. Conflict Minerals

The Buyer pursues a responsible purchasing strategy and supports the "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas". The Supplier shall ensure that the Products are not manufactured under use of Tin, Tantalum and Tungsten, their ores and mineral derivatives, and Gold, mined in the area of the Democratic Republic of Congo or its 9 neighboring countries Angola, Zambia, Tanzania, Rwanda, Burundi, Uganda, South Sudan, Central African Republic, and the Republic of the Congo ("conflict materials"). If the use of conflict minerals cannot be avoided, the Supplier shall immediately provide the Buyer with written description of the use of the conflict materials including information as to the concentration (% by weight) indicating the mass of the materials contained in the corresponding Product.

## 27. Supply Chain Security

The Supplier shall provide supply chain security information to the Buyer as requested, including information about the Supplier's status with regard to common supply chain security initiatives as for example the AEO (Authorised Economic Operator) status or the C-TPAT (US Customs Trade Partnership Against Terrorism) status.

## 28. Law and Jurisdiction

- 28.1 The supply and purchase of the Products, as well as the rendering of the Services shall be governed by the Laws of Portugal to the exclusion of its conflicts of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 28.2 Any disputes arising from or in connection with the contractual relationship between the Parties shall be settled by the judicial courts of Porto, Portugal, the Parties expressly waiving jurisdiction of any other court.

## 29. General

- 29.1 Failure by the Buyer to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right, nor operate so as to bear the exercise or enforcement thereof, which may be exercised fully at any time.
- 29.2 If any provision or part of a provision of these Conditions is or is held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability of any other provision.

- 29.3 The Supplier may not assign, transfer or otherwise dispose of all or any of its rights or delegate any of its obligations thereunder, in whole or in part, without the prior written consent of the Buyer.
- 29.4 These Conditions and the respective Purchase Order constitute the entire agreement and understanding between the Parties with respect to its subject matter and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the Parties prior to the date of the Purchase Order.
- 29.5 All notices given under these Conditions shall be sent to the address of the other Party set forth in the Purchase Order or to another address as such Party may designate from time to time by notification. Notice shall be regarded as properly given if sent in writing and shall be deemed to have been served on delivery if sent by hand, on confirmation of transmission, if sent by facsimile or electronic email, or on the date of the receipt registry if sent by registered mail.