

Terms and Conditions of Sale

These Conditions apply to the sale of any products or services by Supplier to a person or entity ("Customer") to the exclusion of any other terms that the Customer seeks to impose or incorporate, including any referred to in the Customer's purchase order, or those implied by law, trade custom, practice or course of dealing, and even if Supplier have delivered or performed without reservations. Any order or authorisation by the Customer, whether written or oral, to purchase products or services shall constitute acceptance of these Conditions.

1 Definitions

Conditions: the terms and conditions set out in this Terms and Conditions of Sale document, as may be updated from time to time, including Supplier's Quote which together may be referred to as the "agreement".

Customer: the person or firm who purchases the Goods or Services set out in the Quote

Goods: the goods (or any part thereof) as set out in the Quote

Services: the services (or any part thereof) as set out in the Quote

Quote: the quote by the Supplier containing further information in relation to the agreement

Supplier: the relevant Ovarro entity supplying the Goods and Services as defined within the Quote

Supplier Products: Goods branded as that of the Supplier or its affiliated or subsidiary companies

2 Warranty

Warranty Period: unless explicitly stated otherwise in the Quote or hereinbelow, the period of three years for RTUs (excluding the Datawatt products, where the warranty period is one year), two years for leak detection products and 90 days for repairs in accordance with this section 2.

Goods

2.1 The Goods manufactured by Supplier are warranted against faulty workmanship and parts (other than consumables, for example batteries and the like) for the Warranty Period. The warranty does not cover any modifications to software. The Warranty Period for out of warranty repairs undertaken as part of Supplier Services shall be 90 (ninety) days from the completion of the repairs (for the avoidance of doubt, the warranty only applies to the repaired component). Consumables (such as batteries and the like), and failures due to consumables are excluded from all warranties.

2.2 Supplier warrants to the Customer that, for the duration of the Warranty Period, Supplier Products shall:

- a. Be free from material defects in design, materials, workmanship and title; and
- b. Conform in all material respects with any mutually agreed specifications or the specifications provided by Supplier.

2.3 If Supplier Products do not meet the foregoing warranties and Customer promptly notifies Supplier within the applicable Warranty Period (other than for warranty of title) and returns such product to Supplier, Supplier will correct any such failure by, at its option:

- (i) repairing any defective or damaged part or parts of the products; or
- (ii) making available, FCA Supplier's facility or other point of shipment (Incoterms 2020) any necessary repaired or replacement parts.

Inbound shipping charges to Supplier, including associated taxes, duties, tariffs, etc., shall be paid by the Customer. Return (outbound) warranty repair shipping charges shall be paid by Supplier to the destination specified in the Customer's purchase order. If in Supplier's reasonable judgment such repair or replacing of products is not practicable, Supplier shall refund or credit monies paid by the Customer for such products. Subject to section 7 below, under no circumstances shall Supplier's liability extend beyond the above nor shall Supplier, its principals, servants or agents be liable for the consequential damages caused by the failure or malfunction of any equipment.

Supplier reserves the right to change the Goods at any time, including Goods' specifications and any other information communicated to Customer.

2.4 Third Party Warranties

Supplier warrants non-Supplier Products only to the extent that the manufacturer's warranty allows Supplier to transfer such manufacturer's warranty to Customer. Supplier will pass through to Customer any such warranties which for the avoidance of doubt shall be limited to the duration specified by the corresponding manufacturer. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer, if any. Supplier shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to non- Supplier Products.

Supplier has not obligation for making warranty claims or request to the manufacturer on behalf of the Customer. All such actions are sole responsibility of the Customer and Customer shall contact the manufacturer or its reseller directly for resolving any such claims/requests.

Services

2.5 Supplier warrants to the Customer that Services provided by Supplier, including repairs (not otherwise covered by manufacturer's warranty) and training courses ("Services") shall:

- a. Materially conform to any mutually agreed upon specifications or the specifications provided by Supplier; and
- b. Shall be provided using reasonable skill and care

2.6 If such Services do not meet the foregoing warranties, and Customer promptly notifies Supplier within the applicable Warranty Period Supplier will correct any such failure by re-performing any defective portion of the Services. Where, in the reasonable judgment of Supplier, the re-performance of any defective position of the Services requires the return of any materials, then inbound shipping charges to Supplier, including associated taxes, duties, tariffs, etc., shall be paid by the Customer and return (outbound) shipping charges shall be paid by Supplier to the destination specified in the Customer's purchase order. If in Supplier's reasonable judgment such re-performance of Services is not practicable, Supplier shall refund or credit monies paid by the Customer for such Services. Subject to Section 7 below, under no circumstances shall Supplier's liability extend beyond the above nor shall Supplier, its principals, servants or agents be liable for the consequential damages caused by the failure or malfunction of any equipment.

General

2.7 Unless specifically detailed in these Conditions, or further advised by the Supplier, Supplier branded software, shall not be governed by these Conditions but shall be governed by the terms and conditions stated in the Supplier Software License Agreement or such other terms as are presented by the Supplier upon and/or prior to installation or first use of each software product.

2.8 The warranties and remedies set forth herein are conditional upon:

- a. Proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Supplier;
- b. The absence of repairs, modifications or alterations not authorised by Supplier; and

- c. Customer promptly notifying Supplier of any defects and (if required), promptly making the product available for correction, and Supplier's ability to reproduce and observe the claimed defect or non-conformity.

2.9 Except as set forth in Section 3 below and in any event subject to Section 7 below, the preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, Supplier Products or Services sold hereunder, whether the failure or defect arises before or during the Warranty Period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Upon the expiration of the Warranty Period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory*. No implied warranty of merchantability or fitness for particular purpose shall apply*. In the event that Supplier is unable to repair or replace the product or service in a timely fashion, or any warranty provided herein otherwise fails of its essential purpose, customer's recovery of any damage or loss shall be limited to the price paid for the product or service.

(*Unless, and to the extent that any law to the contrary applies which prevents the exclusion of any statutory warranties).

3 Intellectual Property

Supplier shall retain exclusive rights to its products, intellectual property rights (including copyrights, trademarks, patents and trade secrets), schematics, logic diagrams, and manufacturing processes, and to all modifications thereto funded by Customer's purchase order. Supplier shall retain ownership and does not convey, nor does Customer or Customer's final customer obtain any right, title, or interest in, software or firmware, specifications or data furnished or developed by Supplier either prior to or in the performance of Customer's order. No schematics or source code shall be furnished, unless pursuant to a separate license as agreed by a duly authorised representative of the Supplier.

4 Shipping, Delivery and Title

4.1 Delivery of products from Supplier, other than to customers in the United Kingdom, will be made FCA Supplier's facility (Incoterms 2020) unless otherwise specified in the Quote or a separate agreement. Title to products shipped by Ovarro shall pass when the product is made available for shipment at the point of shipment. Title to Services shall pass pro rata as the Services are performed.

4.2 Delivery of products from Supplier to customers in the United Kingdom, will be made DAP (Incoterms 2020) unless otherwise specified in the Quote or a separate agreement. Title to products shipped by Ovarro shall pass when the product is made available for unloading at the address specified for delivery. Title to Services shall pass pro rata as the Services are performed.

4.3 Unless otherwise agreed by the parties in writing:

4.3.1 Supplier shall determine the method and routing of all deliveries;

4.3.2 Delivery dates and times are approximate and based on:

- a. Prompt receipt by Supplier of all information necessary to permit Supplier to proceed with work immediately and without interruption,
- b. Customer's compliance with the payment terms, and
- c. Prompt receipt by Supplier of all evidence Supplier may request to evidence that any required export or import license, as applicable, is in effect;

4.3.3 The prices for the products only include Supplier's standard quality processes, systems, and tests; and

4.3.4. Partial deliveries shall be permitted.

4.4 Products shall be prepared, packed and made ready for shipment in accordance with good commercial practices. Customer agrees to reimburse Supplier for any costs for any non-standard packing, marking, documentation, delivery of documentation or shipping directions contained in the purchase order.

4.5 Any shortages or damage noted on received shipments, shall be notified to Supplier, in writing, within 14 days of receipt of shipment.

5 Payments and Financial Condition

5.1 Unless otherwise agreed by the parties in writing, the following payment terms shall apply:

- a. Payments shall be in the currency as set forth in the Quote, without setoff, net thirty (30) days from the date of shipment;
- b. Payment for international transactions outside the US, EU, and Canada will be per documentary Letter of Credit, cash on delivery or other payment arrangement agreed to in writing between the Customer and Supplier; and
- c. Payment for Goods shall become due pro rata as shipments are made and payment for Services shall be due as Services are performed.
- d. Prices are subject to change due to increase of manufacturer's prices and/or Supplier's error

Payment shall be made to Supplier's address as shown on Customer's invoice.

5.2 Unless otherwise stated in the Quote, Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall pay, indemnify and save Supplier harmless from any and all costs and expenses of Supplier's collections efforts including reasonable legal fees, and costs associated with compromises and judgments arising therefore. Supplier retains a security interest and right of possession in the articles until Customer makes full payment, and Customer agrees to sign documentation at Supplier's request as reasonably necessary to perfect such interest.

5.3 Unless explicitly agreed otherwise in writing, all transactions made by credit card and Telegraphic Transfer (TT), where applicable, are subject to the following fees:

For Ovarro Pty Ltd (Australia): Visa, Mastercard, American Express = 1.5%

For Ovarro TS Ltd (UK). Visa and Mastercard =3%

For Ovarro Inc. (USA): Visa, Mastercard, American Express =3%

For Ovarro SA. (Belgium): Visa and Mastercard 3%. American Express = 4%

5.4 It is the responsibility of the Customer to include the fee in addition to the amount of the invoice when payment is made.

5.5 A minimum order value of 150 US dollars, 150 Australian Dollars, 150 Pounds Sterling, or 150 Euros applies depending on the currency set forth in the Ovarro quotation. Ovarro reserves the right to automatically apply this minimum value, ex sales or value added tax where applicable, for any order received below the minimum order value.

5.6 Without prejudice to clause 5.1. (d), any requests for changes shall apply only if Supplier and the Customer agree in writing on the specifications of the change and the corresponding changes to pricing and/or schedule.

5.7 If at any time Supplier determines that Customer's financial condition does not justify continued performance on the terms of payment previously agreed upon, Supplier may require full or partial payment in advance or shall be entitled to suspend work or terminate the agreement without liability therefore.

5.8 In the event of the insolvency of the Customer or in the event any proceeding is brought by or against the Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws of the country of incorporation of the Customer or the Supplier company, Supplier shall be entitled to suspend work or terminate the agreement without liability therefore.

6 Taxes and Duties

6.1 Customer shall pay, or reimburse Supplier for, the gross amount of any present or future sales, use, excise, income, value added tax (VAT), Goods and Services Tax (GST) or other similar tax applicable to the price, sale or furnishing of any services or products hereunder, or to their use by Supplier or the Customer, or the Customer shall provide Supplier with evidence of exemption acceptable to the taxing authorities.

6.2 Unless otherwise indicated on Supplier's Quote, prices quoted do not include any value-added tax (VAT), Goods and Services Tax (GST), export/import duties, customs fees or brokerage fees, all of which shall be the sole responsibility of the Customer.

7 Limitations of Liability

7.1 Subject to section 7.2 and 7.3, Supplier's liability for all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), claim of any third party for infringement of any third party intellectual property rights, strict liability, failure of a remedy to accomplish its essential purpose, or otherwise, for all losses or damages arising out of, connected with, or resulting from this agreement, or these Conditions, or from the performance or breach thereof, or from any products or services covered by or furnished under the agreement or any extension or expansion thereof (including remedial warranty efforts), shall, in the aggregate, in no case exceed the contract price of the product or service giving rise to the claim. Except as to title to any products furnished, all such liability shall terminate upon the expiration of the applicable Warranty Period.

7.2 Nothing in this agreement (including but not limited to Section 7.1 and Section 7.3) shall limit or exclude either party's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b. fraud or fraudulent misrepresentation; or
- c. any matter in respect of which it would be unlawful to exclude or restrict liability.

7.3 Subject to section 7.2, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, failure of a remedy to accomplish its essential purpose, or otherwise, shall Supplier, its employees or suppliers be liable for indirect, special, incidental, consequential, punitive or exemplary damages, including but not limited to loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the Customer for such damages, even if Supplier has been advised of the possibility of such damages, and the Customer will indemnify Supplier, its employees and suppliers against any such claims from the Customer's customers. If the products or services being provided by Supplier will be furnished by the Customer to a third party by contract or relate to a contract between the Customer and a third party, the Customer shall obtain from such third party a provision affording Supplier and its suppliers the protection of this subsection and the preceding subsections.

7.4. The products licensed or sold hereunder are not intended for use in any nuclear facility or application or other facility or application where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, Supplier disclaims all liability for any damages arising as a result of the hazardous nature of the application in question, including but not limited to nuclear or environmental damage, injury or contamination. The Customer shall indemnify, hold harmless and defend Supplier, its officers, directors, employees, and agents against all such liability, whether based on contract, warranty, tort (including negligence), strict liability, or any other legal theory, regardless of whether Supplier had knowledge of the possibility of such damages.

7.5. If Supplier provides the Customer with advice or assistance concerning any products or systems which is not required pursuant to the agreement, whether paid for or not, the provision of such advice or assistance will not subject Supplier to any

liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise and the Customer hereby releases Supplier from any actions, claims suits or proceedings relating to matters covered by this sub-section. The Customer shall continue to be liable to pay all charges which Supplier may invoice in respect of the advice or assistance provided.

7.6. By placing any order or granting authorisation to purchase Goods or Services, whether written or oral, the Customer, confirms it understands and accepts that the remedies available under these Conditions are the only remedies available to the Customer against the Supplier.

8 Force Majeure

Supplier shall not be liable for any breach of its obligations hereunder resulting from any cause beyond its reasonable control including but not limited to (a) acts of God, flood, drought, fire, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, hostilities, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labour, materials, or facilities, including any vendor's alleged infringement of third party intellectual property rights (i) non-performance by suppliers or subcontractors, inability to obtain supplies; (j) acts (or omissions) of the Customer or its suppliers or representatives (k) prerequisite work by other; and (l) interruption or failure of utility service, delays in transportation. Where such event continues for a continuous period of three months Supplier may terminate the agreement forthwith upon notice in writing to the Customer.

In the event Supplier is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, Supplier shall be entitled to an equitable price adjustment in addition to an extension of the time for performance.

9 Export

9.1 If Customer exports (or re-exports), directly or indirectly, any products or technical data supplied hereunder or any portion thereof, it is Customer's responsibility to assure compliance with applicable export control laws and to obtain any required licenses or approvals in its own name. Customer is also responsible for the accuracy and completeness of any information or certification provided by Customer for purposes of export control compliance.

9.2 It is the duty of the Customer to ensure that products sold to it by Supplier are not resold or exported (whether directly or indirectly) into countries and/or to persons, organisations, or other entities where to do so would be in breach of any sanctions under any applicable laws or regulations. Where there is a breach of this Condition, the Customer shall indemnify, defend, and hold harmless Supplier, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses (including legal fees), lawsuits and/or judgments, arising either directly or indirectly from such breach. It is the duty of the Customer to ensure that it is fully aware of the prevailing sanctions.

10 U.S. Government Contracting

In the event that the Customer elects to sell products or services provided hereunder to the U.S. Government or to a prime contractor selling to the U.S. Government, Customer does so solely at its own option and risk and agrees not to obligate Supplier as a subcontractor other than under the provisions of FAR 52.244-6, Subcontracts for Commercial Items and Commercial Components. Customer remains solely and exclusively responsible for compliance with all other statutes and regulations governing sales to the U.S. Government. Supplier makes no representations, certifications, or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations, including without limitation DFAR 252.225-7014, Alt. 1, Preference for Domestic Specialty Metals, other than those contained herein.

11 Cancellation and Rescheduling

11.1 **Cancellation-Standard Products.** Customer may cancel its order for a standard product only if, prior to the shipment date requested in its purchase order, Customer:

- a. Provides Supplier with not less than 30 (thirty) days written notice of the order cancellation; and
- b. Agrees to pay Supplier the cancellation fee for each cancelled product.

11.2 Unless the parties agree otherwise, the cancellation fee shall be assessed at 15% of item value.

11.3 **Rescheduling-Standard Products.** Customer may delay the shipment of a standard ordered product only if, prior to the shipment date requested in its purchase order, Customer:

- a. Provides Supplier with written notice of the reason for delay;
- b. Has not previously delayed shipment of such products; and
- c. If the notice of the delay is less than ninety (90) days prior to the shipment date requested in Customer's purchase order and/or if the duration of the delay is to exceed one hundred eighty (180) days, customer agrees to pay Supplier for inventory and material handling and storage charges equal to two percent (2%) of the total price of the affected products for each month of such delay. However, in no event may the shipment be delayed for longer than twelve (12) months.

11.4 **Custom products or Last-Time Buys for End of Life (EOL) Products.** Notwithstanding the foregoing, orders for custom products or for last-time buys for end of life (EOL) products may not be cancelled, rescheduled, or returned. A "custom product" is any non-standard product developed by Supplier under a special agreement with the Customer or any product not appearing in Supplier's standard product catalogue.

12 Additional Provisions

12.1 Either Customer or Supplier may terminate an agreement for Services hereunder for cause if the other of them:

- a. Becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law;
- b. Fails to make payment hereunder when due which failure continues for fifteen (15) days after written notice thereof; or
- c. Breaches this agreement for Services in any other material respect (for which breach this agreement does not provide exclusive remedies other than termination) and such breach is not cured within sixty (60) days after written notice thereof is given by the non-breaching party (plus reasonable additional time if such breach cannot reasonably be cured within such period and a cure is promptly commenced and diligently pursued).

12.2 Supplier may suspend its performance of Services hereunder if it has the right to terminate for cause as set forth in Section 12.1 above (without waiving its right to terminate for cause).

12.3 In the event of termination by Supplier for cause, or suspension, of Services as set forth above, Supplier shall be entitled to an equitable price adjustment to reflect its actual costs incurred in fulfilling and terminating or suspending the agreement, plus a reasonable level of profit (not exceeding 30%).

12.4 The provisions of this agreement for Services which by their nature extend beyond the period hereof for the performance of Services, including without limitation those concerning warranty, intellectual property, limitations of liability, excusable delays, payment obligations, and confidentiality, shall survive termination or expiration.

12.5 If Services hereunder are to be provided at Customer's site or a third-party site designated by the Customer, the following shall apply: Customer shall on an ongoing basis provide Supplier access to:

- a. Such site in a clean, lighted, safe, and level condition;
- b. Adequate power sources, networks, telephone and data lines, and other utilities; and

- c. Personnel, information and documentation as reasonably required by Supplier.

Customer shall be responsible for obtaining any required permits, approvals, authorisations or the like applicable to activity hereunder at such site.

12.6. SIM card data subscriptions are charged separately from any subscriptions for software products available via Supplier's Atrium Platform. SIM cards data subscriptions will continue for a minimum term of 12 (twelve) months (the "Initial Term") and shall automatically extend for a period of 12 (twelve) months (the "Extended Term") at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 90 (ninety) days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

13 Additional Terms and Conditions

Customer's access to Supplier's LeakVision and LoggerVision software products, terminates immediately upon expiry of Customer's subscription or any delay in payment by the Customer of Customer's current subscription or for any extended or renewal period.

Purchase of subscriptions for cloud-based analytics solutions hosted on the Atrium platform is governed by the terms and conditions advised by Supplier prior to or upon the sale and or first use of such products and services.

14 General Provisions

14.1. Without prejudice to clause 12.13, these Conditions, along with any terms and conditions or documents referenced herein, contain the complete agreement between the parties.

14.2. Supplier reserves the right to subcontract any of its work to one or more subcontractors.

14.3. Customer may not assign any of its rights, duties, or obligations hereunder without the prior written consent of Supplier.

14.4 These Conditions are not intended to create any rights of enforcement on any third party (other than permitted assignees to whom the agreement is actually assigned).

14.5. Customer shall not transmit to Supplier any information, suggestions, or ideas claimed by Customer to be confidential. Any and all information, suggestions and ideas provided by Customer to Supplier shall not be considered confidential unless otherwise stated otherwise by Customer.

14.6. The following shall apply only to those transactions where Ovarro Pty Ltd is the contracting party:

- a. Where Ovarro Pty Ltd permits the dispatch of Goods without payment in full by the Customer, the Customer grants, at the election of Ovarro Pty Ltd the following security and rights to register on the Personal Property Security register:
- b. Grant of Security

The Customer grants to Ovarro Pty Ltd a Personal Property Security Act 2009 ("Cth") (PPSA) Security Interest as defined in the PPSA as security for the payment of the cost of the Good supplied (The Collateral")

- c. Attachment

The Customer acknowledges and confirms that:

- (i) Ovarro Pty Ltd has given value for its Security Interest in the Collateral;
- (ii) Nothing in any Purchase Order is intended as an agreement that a Security Interest under this section attaches at a later time than the time specified in Section 19 (2) of the PPSA; and
- (iii) It has not made any other agreement with Ovarro Pty Ltd to vary the time of attachment of a Security Interest except in any express written agreement between the Customer and Ovarro Pty Ltd.

d. Registration

The Customer acknowledges that it has granted a Security Interest and authorises Ovarro Pty Ltd, if it elects to do so, to register its Security Interest in the Collateral in the Personal Property Security Register

e. Security Interest Continues

If the Customer disposes of or otherwise deals or agrees to deal with the Collateral prior to payment of the balance owing to Ovarro Pty Ltd, the Customer acknowledges that:

1. Ovarro Pty Ltd has not:
 - a. authorised any disposal or dealing or agreement to deal; or
 - b. agreed that any disposal or dealing or agreement to deal will extinguish any Security Interest held by Ovarro Pty Ltd; and
2. Ovarro Pty Ltd Security Interest continues in the Collateral despite the disposal or dealing or agreement to deal.

15 Governing Law and Jurisdiction

Unless stated otherwise in the Quote the laws of the country where the Supplier is established shall apply and the courts of that country shall have exclusive jurisdiction.

16 Notices

Any notice hereunder shall be deemed to have been given if sent by prepaid first-class mail to Customer at its last known address. Notice to Supplier shall be to its registered office noted in the Quote with a copy sent by email to legal@ovarro.com.

17 Waiver

Failure by Supplier to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

18 Severance

18.1 If any provision or part-provision of these terms and conditions are or become invalid, illegal or unenforceable under the laws of the prevailing jurisdiction (as determined in accordance with section 14), this shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable under the laws of that jurisdiction.

18.2 If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this agreement.

18.3 If one party gives appropriate notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 Anti-Modern Slavery Requirements

19.1 In performing its obligations under the terms and conditions contained or referred to herein and in its use of the Goods and Services provided hereunder, the Customer shall at all times:

- a. Comply with all of the provisions of the Modern Slavery Act 2015;
- b. Comply with the Anti-Modern Slavery and Human Trafficking Policy as detailed on Supplier's website; and
- c. Ensure that each of its contractor, subcontractors and suppliers comply with Supplier's Anti-Modern Slavery and Human Trafficking Policy and with the Modern Slavery Act 2015.

19.2 The Customer shall notify Supplier as soon as it becomes aware of:

- a. Any breach, or potential breach, of the Anti- Modern Slavery and Human Trafficking Policy; or
- b. Any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

20 Anti-bribery and anti-corruption

20.1 In performing its obligations under the terms and conditions contained or referred to herein and in its use of the Goods and Services provided hereunder, the Customer shall at all times:

- 20.1.1. Comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010;
- 20.1.2. Not engage in any activity, practice or conduct which would constitute an offence under applicable law, including under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 20.1.3. Establish, maintain and enforce its own anti-bribery and anti-corruption policies and procedures;
- 20.1.4. Not do, or omit to do, any act that will cause or lead the Supplier to be in breach of any applicable laws, statutes, regulations;
- 20.1.5. Immediately notify the Supplier (in writing) if a foreign public official, as defined in the UK Bribery Act 2010, and or any other applicable anti-bribery or anti-corruption law, becomes an officer or employee of the Customer (or acquires a direct or indirect interest in the Customer) and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees;

20.2 The Customer warrants and represents that neither the Customer nor any of its officers, employees or other Customer personnel:

- 20.2.1. Has been convicted of any offence involving bribery or corruption;
- 20.2.2. Having made reasonable enquiries, so far as it is aware and to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under any applicable laws, statutes, regulations;

21 Data Protection

The Supplier will process Customer's personal data as necessary to sell the Goods and/or to provide the Services to Customer and to meet Supplier's obligations under any purchase order and applicable law. Supplier's processing of Customer's personal data during the period of performance of any Customer's purchase order governed by these Conditions is subject to Supplier's Privacy Notice available at www.ovarro.com, unless additional data processing conditions are provided to Customer in connection with a specific service.